LEGAL LIABILITY FOR GALE DAMAGE p. 33
THE FORMATION OF COMPANIES .. p. 35

# The Solicitors' Journal

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(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page x.

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VOL. LXXIV. **Saturday, January 18, 1930.**

**Current Topics:** Obstructing the Course of Justice—Fined in their Own Interest—The Licensing of Taxi-Cab Drivers—Runaway Drivers—Sunday Games in a Park—The Murderer and his Victim's Insurance Money .. 31
**Legal Liability for Gale Damage** .. 33
**Company Law and Practice** .. .. 33
**Autumn Assizes** .. .. .. 34
**Highway Authorities' Powers under the Roads Act, 1925** .. .. 34
**The Formation of Companies** .. 35
**A Conveyancer's Diary** .. .. 36
**Landlord and Tenant Notebook** .. 37
**Our County Court Letter** .. .. 37
**Practice Notes** .. .. .. .. 38
**Reviews** .. .. .. .. .. 38
**Books Received** .. .. .. 39
**Correspondence** .. .. .. .. 39
**Points in Practice** .. .. .. 40
**Notes of Cases—**
Gowers *v.* Walker .. .. 41
Ice Rinks Ltd *v.* Mathuen .. .. 41
*Re* David Healey & Son Limited: District Bank Limited *v.* Healey 41
**Societies** .. .. .. .. .. 42
**The Law Society** .. .. .. 42
**Legal Notes and News** .. .. .. 43
**Court Papers** .. .. .. .. 44
**Stock Exchange Prices of certain Trustee Securities** .. .. .. 46

## Current Topics.

### Obstructing the Course of Justice.

A CHARGE on the above head is certainly unusual, but the observation of counsel in a case at Swindon, that there was no precedent for it in the books since 1797, must have related to the particular circumstances, for there are quite a number of reported cases of such charges in the nineteenth century and since. In that at Swindon, the prisoner was alleged to have approached certain magistrates, in respect of a pending charge against his young son of molesting a little girl, and to have vindicated the boy's conduct and protested his innocence, while attacking the characters of the witnesses for the prosecution. No doubt the most usual form for the obstruction of justice is perjury, but sometimes there is interference with witnesses or the fabrication of false exhibits in evidence. Of this kind *R.* v. *Vreones* [1891] 1 Q.B. 360 may be mentioned, the defendant having tampered with samples of grain to deceive persons arbitrating under a contract. In *R.* v. *Bishop & Others* [1918] 1 K.B. 310, the prisoners similarly conspired to deceive a military tribunal, under the Military Service Act, by administering thyroid to a youth, so that he should appear to have a diseased heart, and thus be unfit for service. In *R.* v. *Joliffe* (1791), 4 T.R. 285, the defendant, while a case against him was *sub judice*, published circulars reflecting on the prosecution and the character of the prosecutor, and an information was granted against him for attempting to poison the minds of the jury. This case was followed on a similar indictment in *R.* v. *Tibbits* [1902] 1 K.B. 77, in respect of matter prejudicial to a fair trial being published in a newspaper, though it is not clear why the much more usual procedure of a motion to commit for contempt of court was not followed. There are, of course, a number of cases of persons attempting to prevent an inquest, such as *R.* v. *Soleguard* (1738), Andr. 231, when an information was granted against a naval captain on this head, in respect of a suicide on his ship, and *R.* v. *Stephenson* (1884), 13 Q.B.D. 331, in which the accused obstructed the coroner by burning a body (an act since made an offence, save under the cremation rules). The offer to bribe a judge is of course usually dealt with as contempt of court: see *Martin's Case* (1831), 2 Russ. and M. 674. Happily the prospect of successfully bribing an English judge is so forlorn that the offence is now practically unknown in this country. An American litigant in a company case before STIRLING, J., who began a sentence to his solicitor: "Guess if your old judge would like some of the shares of this company" was kindly but firmly interrupted, and informed that certain errors were of the fourth dimension.

### Fined in their Own Interest.

PEOPLE NOT infrequently have to be fined, not for their moral turpitude, but in order to convince them of their own folly and to make them study their own interests. Bye-laws against driving vans without dickey-straps to prevent a fall (about which there was quite a campaign a few years ago), or against cleaning windows without wearing safety belts (said to be in the interests of the public upon whom the cleaner might fall), and a statutory provision under which cyclists are fined for hanging on to motor vehicles to be towed, are all invoked, even if they were not originally so intended, in order to protect foolish people against their own carelessness.

It is not suggested that the fourteen railway passengers who were fined at Stratford last week for entering or leaving railway trains contrary to the bye-laws were guilty of anything discreditable. What they did, apparently, was to leave an electric train on the wrong side and to get into another in such a way that a false step might have been fatal. The railway company wished to avoid fatal accidents, not, of course, merely because of the trouble and expense that result from them, but chiefly on grounds of humanity.

Electric trains pick up speed so quickly, that it would be well that there should be more prosecutions of passengers who enter them when the trains are in motion. Victorians remember when they could pursue a train that had started, and catch it with little risk of injury. It is not so now. It may be doubted, further, whether the sliding automatic doors on the newer tube trains are sufficiently respected by passengers, who dash between them while they are closing and often only just avoid what might be a serious accident. The number of officials on the platforms is often small, and the steps taken to prevent passengers from being reckless are not always adequate if it be borne in mind that silly people, in an age of hurrying and being hurried, take grave risks to save a few minutes. As to the cry of "Mind the doors!" (pronounced "daw-wers," below ground), that must often be quite unintelligible to the unaccustomed, who need most protection.

### The Licensing of Taxi-Cab Drivers.

A RECENT case in a London police court has revealed the necessity of taking greater care in licensing drivers of taxi-cabs. A taxi-cab with two fares inside was driven in such a dangerous manner that it collided with a stationary motor car and the two fares were seriously injured. The driver was subsequently charged with being drunk in charge and with dangerous driving. The police surgeon certified him drunk, but admitted that he was suffering from valvular disease and fatty degeneration of the heart—making him liable to syncope at any time—and from locomotor ataxia. He further admitted that a very small amount of alcohol taken by such a person might have most serious effects. The defendant was seventy years of age, and had been warned to give up driving by his own doctor some three years before. In fining the defendant 40s. on each summons, the magistrate said that in his opinion the defendant had undoubtedly been drinking too much, although his physical condition probably was largely

responsible for the accident. He should have taken the doctor's warning and given up driving three years ago. No doubt he should, but surely a man can hardly be blamed for trying to earn money if he is in need of it. To the ordinary person it will seem astonishing that there are not more effective regulations to prevent such persons from driving. If persons liable to drop dead at any time are allowed to drive vehicles for hire, passengers will have to be exceedingly careful in choosing their drivers.

**Runaway Drivers.**

To ESCAPE the consequences of wrongdoing, or even of mistake, is a natural instinct. This does not prove that it is justified, since many a natural instinct is wrong. Most people who have committed a criminal offence, grave or trivial, would rather avoid punishment; and, unless an innocent person were in danger of wrongful conviction, few people would be inclined to condemn the offender if he lay low and said nothing, like Brer Rabbit. All motorists commit offences. They all exceed the speed limit, and most of them at times drive with an obscured number plate or a deficiency in lights. They are not expected, even by the sternest moralists, to report themselves and ask to be fined. There has lately been, however, a discreditable and disquieting increase in the number of cases in which motor car drivers have driven away after accidents involving injury or death. To do so knowingly is a punishable offence, but it also is something worse; it is a callous disregard of the ordinary rules of decent conduct. It is, of course, possible to hit a pedestrian or a cyclist without knowing it; but such instances must be rare. There are, unfortunately, many accidents in which a driver, having struck someone, drives on in order to avoid having to answer for the results in either a civil or a criminal court. To do so is cowardly. Whether the accident is, or is not, the fault of the motorist, it is his duty to see the matter through. Worst of all, if he fails to stop when he knows he has done someone an injury he may be leaving a helpless sufferer on the road, there to die for want of immediate attention. Sudden panic at an accident may account for a few of these cases, but not many. Even then, a driver ought soon to pull himself together and go back, as did a driver who, in a recent prosecution, admitted that he had lost his head momentarily and drove on, but, on being remonstrated with by his companion, immediately returned to the scene of the accident and told the truth about it. Perhaps severity in dealing with runaways when they are detected might have some effect in putting a check to this growing practice. What would do far more, however, to remedy this and most other evils connected with motoring is the formation of a strong public opinion and a higher standard of conduct among motorists generally. We hear a great deal, and see far too little, of the chivalry of the road.

**Sunday Games in a Park.**

A QUESTION has lately been raised as to the prohibition of games on Sundays at Gunnersbury Park, and an opinion appears to have been given that "there is no common law right to play games at any time in a public recreation ground." Perhaps it may be observed that the public recreation ground, a creature of statute, was unknown to the ancient common law. One fundamental principle of that law is that a veto must be positive, i.e., that which is not forbidden is allowed. In fact, there is no common law veto on recreation as such, at any time, but those who divert themselves require a *locus in quo*, and if they do so on land not their own, questions of the owner's rights arise. And the common law right of recreation then appears to be very narrow for the landless. It may arise by custom over a particular piece of land at an appointed time of year as in *Hall* v. *Nottingham* (1873), 1 Ex. D. 1, but otherwise manorial waste was not subject to such rights, nor, *a fortiori*, cultivated land. There may, however, have been more extensive rights of recreation on village greens. Given a right of recreation on week-days, it exists by common law on Sundays, but still subject to 1 Car. 1, c. 1, "An Act for Punishing divers Abuses committed on the Lord's Day, called Sunday." This up-to-date statute provides that: "there shall be no meetings, assemblies, or concourse of people out of their own parishes on the Lord's Day within this Realm of England, or any the dominions thereof, for any sports or pastimes whatsoever." It is also provided that offenders shall forfeit three shillings and fourpence, and in default, be set publicly in the stocks by the space of three hours. Sunday games are therefore forbidden in recreation grounds to those who are not dwellers in the parishes in which such grounds are situate, who render themselves liable to the penalties stated. A veto on parishioners could only arise under a bye-law, and the question might then be raised whether such a bye-law for a recreation ground was *intra vires*. For games requiring attendants the rule-making authority might have a strong case, for they might plead that they ought to give their servants a holiday on Sunday, but a prohibition of an impromptu game on one day of the week only might occasion more difficulty—unless, indeed, such games are inconsistent with the even more recent positive enactment 29 Car. II, c. 7, which requires every person on every Lord's Day to apply himself or herself to the observation of the same by exercising themselves thereon in the duties of piety and true religion, publicly and privately.

**The Murderer and his Victim's Insurance Money.**

IT IS reported in an American case that a jury has awarded a husband the insurance money payable on the death of his wife, of whose murder he had just been convicted. They found that, although he murdered his wife, he did not do so for the money. That the jury should have the power to decide such a question may seem somewhat strange here. This particular issue, however, would not arise under our law at all, which definitely precludes a murderer from taking any benefit at all under the will of his victim. This was laid down in *Cleaver* v. *Mutual Reserve Association* [1892] 1 Q.B. 147, a sequel of the well-known *Maybrick Case*. The insurers having declined to pay the policy moneys on the death of Mr. MAYBRICK, on the ground that there was a trust in favour of Mrs. MAYBRICK, it was held that the latter could not take benefit, but that the insurers had no answer to the claim of Mr. MAYBRICK'S executors, whose duty it was to recover the money, and then deal with it having regard to the rule of public policy. In *Re Crippen* [1911] P. 108, this doctrine was strongly affirmed by EVANS, P., who said "The human mind revolts at the very idea that any other doctrine could be possible in our system of jurisprudence." The case established the proposition that a certified copy of the conviction was evidence in a civil action brought by a person claiming under the murderer. In *Re Hall* [1914] P. 1, the principle was extended to manslaughter. It is submitted that a share on an intestacy would be subject to the same rule, but there does not appear to be an authoritative English decision, and in *Re Houghton* [1915] 2 Ch. 173, JOYCE, J., quotes an American case (*Re Carpenter's Estate* (1895), 50 Am. St. Reports 765) to the contrary. It may be of interest to observe that, among persons unworthy ("indigne") to take either by succession or under bequest in France, are not only persons guilty of the murder or manslaughter of the deceased, but even those who have at any time attempted to take his life. Others similarly "indigne" are those who have falsely and calumniously accused the deceased of a crime involving the death penalty, and those who, knowing that the deceased has been murdered and by whom, have not brought the latter to justice. The accessory before the fact no doubt would be within the English doctrine, but the guilt of accessory after the fact would be too remote. If a son attempted to murder his father, one would suppose that the latter would normally cut him off with the proverbial shilling, but the French law appears to preclude forgiveness.

# Legal Liability for Gale Damage.

If any action is brought for damage caused by the gale of 11th January, the first issue is likely to be whether that gale was an "Act of God" as recognised by our law, and furnishing a defence in most actions for negligence, and some on insurance policies. On this point argument would probably start from the judgment of Cockburn, C.J., in *Nugent* v. *Smith* (1876), 1 C.P.D. 423. In a rather fine passage at the bottom of p. 435, he observes that the phrase in law must be dissociated from its ordinary meaning. "The rain which fertilises the earth, and the wind which enables the ship to navigate the ocean, are as much within the term 'Act of God' as the rainfall which causes the river to burst its banks and carry destruction over a whole district, or a cyclone that drives a ship against a rock and sends it to the bottom." On p. 437 he quotes and approves of Story's definition as "some irresistible force or overwhelming power which cannot be guarded against by exertions of human skill and prudence." The case was one involving the liability of a carrier by sea for loss of cargo in a great storm. In *Nichols* v. *Marsland* (1876), L.R. 2 Ex. D. 1, dams were burst by an extraordinary rainfall, and the jury found that the flood was so great that it could not reasonably have been anticipated. Mellish, L.J., deemed this a finding that the escape of the water was due to an "Act of God," which therefore took the case from the doctrine of *Rylands* v. *Fletcher* (1868), L.R. 3 H.L. 330.

The gale appears to have been of a record velocity at Beachy Head, and possibly in London. In the south-west it may have been equalled by one early in December. The extraordinary November and December rainfalls having thoroughly soaked the earth, the number of trees felled by the wind was enormous, and several people were killed and many more injured by the falls. The fairly recent case of *Noble* v. *Harrison* [1926] 2 K.B. 332, however, shows that a person lawfully under a tree and injured by its fall, or the fall of a branch, has an uphill task to make the owner of the tree liable, even when the defence of "Act of God" is not available. It was there held that a tree is not a dangerous thing artificially brought on the land within the doctrine of *Rylands* v. *Fletcher*, but, on the contrary, a common object of the countryside, and that, if a reasonably careful inspection would not have revealed that the tree or branch was dangerous, the owner was not liable to a wayfarer on the highway on whom it fell, and whom it injured.

The liability of the owner of a house for injury to a wayfarer by the fall of a slate or coping, and in the absence of negligence, does not appear to have been the subject of a direct decision, but it may be submitted that *Pritchard* v. *Peto* [1917] 2 K.B. 173, read together with *Tarry* v. *Ashton* (1876), 1 Q.B.D. 314, shows that, if the owner of a house has no reason to believe it is out of repair, he is not liable for an accident of this nature. In *Tarry* v. *Ashton* the owner had known of the lack of repair in the support of a lamp hanging from his premises, which fell and injured a wayfarer, and had employed someone to repair it, but the work had been done negligently, and he was therefore held liable. In *Pritchard* v. *Peto* an invitee or licensee was injured by the unexpected fall of a cornice, and it was held that the owner of the house was not liable for a latent defect. The case appears to answer the question put by Grantham, J., in *Ford* v. *Gloucester Corporation* (1910), 74 J.P. Jo. 100, as to a stone falling near him in Parliament-yard from the building. Persons injured in the gale in this way, therefore, appear to have very slight chances of recovering damages, unless they can prove definite want of repair known to or which should have been known to the owners.

As between landlord and tenant repairs to premises made necessary by the gale will, of course, fall according to contract, whether express or implied (under the Housing Act, 1925, or otherwise), and the same will apply to payments under a policy as between insured and insurers. The question of accidents caused by failure to repair within a reasonable time damage done by the gale is, of course, on a different footing.

# Company Law and Practice.

XII.

No member of a company is to be bound by an alteration made in the memorandum or articles after the date on which he became a member, if and so far as the alteration requires him to take or subscribe for more shares than the number held by him at the date on which the alteration is made, or in any way increases his liability as at that date to contribute to the share capital of, or otherwise to pay money to, the company. This is laid down by s. 22 of the Companies Act, 1929, with the proviso that this restriction does not apply in any case where the member agrees in writing, either before or after the alteration, to be bound by it.

In the case of *Re Wilts and Somerset Farmers Limited* [1929] 1 Ch. 321, it was held that alterations in the rules of a society registered under the Industrial and Provident Societies Act, 1893, which alterations required persons who were members of the society at the date of the alteration to take up further shares in the society, were binding on such members. A similar question was much discussed in the various stages of its progress in the case of *Biddulph and District Agricultural Society, Limited* v. *Agricultural Wholesale Society, Limited*, the final report of which appears in [1927] A.C. 76; but in this case the decision of the House of Lords (which was to the effect that the appellants were bound to take up the further shares required by the rule) is based upon a collateral obligation which was held to bind the appellants. The question of the binding effect of the rules was generally left alone in the House of Lords, though approval was expressed of the order made in the Court of Appeal, and Romer, J., in deciding the *Wilts and Somerset Farmers Case*, above referred to, considered that in view of the decisions in *Biddulph's Case* in the House of Lords and the Court of Appeal, he, at any rate, was bound to hold that the alterations bound the persons who were members before the date of the alterations, to take up additional shares, and the Court of Appeal affirmed his decision.

The above decisions were, of course, dealing solely with societies registered under the Industrial and Provident Societies Act, 1893, and have no application to companies registered under the various Companies Acts. Nevertheless, these two forms of body corporate have many points in common, and throughout the arguments and the judgments in *Biddulph's Case* frequent reference was made to the Companies Acts and to decisions on various sections of them. In *Biddulph's Case* in the Court of Appeal [1925] Ch. 769, Pollock, M.R., in his judgment at p. 779, refers to an argument based upon the close analogy, if not similarity, of the societies to a company under the Companies (Consolidation) Act, 1908. "But," says the Master of the Rolls, "although that analogy is close in many points, the similarity is not exact, and I think it is of some importance to remember that we are dealing with an industrial society which is formed for a purpose somewhat different from that under which an adventure is brought under the Companies (Consolidation) Act of 1908." The provisions of s. 22 of the Act of 1929 do not, however, appear to introduce into the law of joint stock companies any new principles, the principle of limited liability being one of the foundation stones on which the edifice of company law is based.

Two cases may be looked at in this connexion. First, *Manners* v. *St. David's Gold and Copper Mines, Limited* [1904] 2 Ch. 593, where a company of which the share capital was fully paid up, adopted a scheme of reconstruction, which involved a sale to a new company of the undertaking of the original company, and an exchange by the shareholders of the fully paid-up shares in the old company held by them for partly paid ones in the new company of the same number and nominal amount; it was held that this scheme was not contemplated by the memorandum; and if not justifiable under the memorandum, still less (said Romer, L.J.) could it be justified by looking at the substance of the transaction.

"It is a scheme," he says, "whereby the shareholders of a company who have paid up their shares in full and are not under any liability to furnish any further capital are told, 'You must pay up more capital, and if you do not you shall forfeit all share and interest in this company as a going concern.' Such a scheme is wholly improper and *ultra vires*."

The second case is *Bisgood* v. *Henderson's Transvaal Estates Limited* [1908] 1 Ch. 743. Here a scheme of reconstruction, which involved a voluntary winding-up, was approved by the company in general meeting. Under this scheme the shareholders in the old company were to be offered in exchange for their fully paid shares a like number of £1 shares, credited with 17s. 6d. paid up, in the new company; and in the event of any members not accepting their due proportion of the shares the liquidator was to endeavour to sell the shares and distribute the proceeds rateably among the members who did not accept in exchange for their shares in the old company the shares in the new company. The Court of Appeal held the scheme was *ultra vires*. BUCKLEY, L.J., at p. 754, says: "The question involved is whether by clauses even in the memorandum of association of a company limited by shares the limit upon the shareholder's liability can be raised, whether the constitution of the company can provide that the majority may impose upon the minority a scheme under which the member must either come under an increased liability or accept such compensation as the scheme offers him." And later, at p. 759: "In the matter of liability upon his shares the statute (i.e., the Act of 1862) provides in plain terms by s. 38 (4) (now s. 157 (1) (*d*) of the Act of 1929) that in the case of a company limited by shares no contribution shall be required from any member exceeding the amount unpaid on his shares. In my opinion, any attempt so to define the constitution of the company as that the member shall in an event be liable for a larger sum is in breach of the statute and is *ultra vires*."

It was apparently thought, however, that, in view of the decisions in *Biddulph's Case* and the *Wilts and Somerset Farmers' Case*, a statement should be embodied in the new legislation which would prevent any attempt to apply, or to argue by analogy from, these two cases with respect to the law of joint stock companies, hence s. 22.

(*To be continued.*)

## Autumn Assizes.

BY "STUFF-GOWN."

IF one reads accounts of old trials right down to the middle of last century, one will find that when a crime was committed and an arrest made in the August or September, the accused would not be brought up for trial till the "Lent" Assize the following year. "Lent" Assize began, as soon as the roads were passable, in early spring, and not long after they concluded, the judges started off again on the "Summer" Assize, reaching the last town on their circuits some time in September. Those were the times when Exchequer, King's Bench and Common Pleas formed separate entities. All the superior courts had sittings "after term"—at the end of the Trinity Sittings—and there was no ten and a half weeks' Long Vacation. Now priority has been given to those facing criminal charges, and while the felon no longer pines in his cell through six weary months of waiting, the civil litigant must pay the price of the modern "Autumn" Assize by the delay in hearing his cause owing to the depletion of the King's Bench courts while many of the judges are absent on circuit.

However much they may pretend not to do so, both Bench and Bar love "going circuit." For the former there are the demi-royal "judges' lodgings," though, from the viewpoint of the junior bar, going circuit is an expensive business, even in these days when the two-seater has absolved one from the traditional necessity of travelling first-class by rail. Many young barristers, unless actually briefed, merely "put in an appearance" on the first day at each assize town, and return to their London chambers if there's "nothing doing." Busy counsel do much the same, and scurry away directly their causes are over. So, between the two, mess life is not what it was, and often only two or three gather together at dinner to do justice to the contents of the circuit cellar—which is usually excellent, and does credit to the forethought of generations of past "juniors." Each circuit has a "junior" elected annually by all the members, and his duties are a cross between those of an adjutant and a mess secretary. He corresponds with new applicants for election, collects fees, deals with the wines, and at dinners is addressed directly by the "senior" when giving toasts, as at army messes one addresses "Mr. Vice."

For my part, I can conceive few more pleasant ways of passing the weeks when the leaves are browning than to alternate court practice—when it comes!—with explorings round the dim old county towns, and a day's shooting or fishing now and then with a sporting country solicitor. In the mornings there is the "réveillé" of the high sheriff's trumpeters at the Shire Hall, and the passing through the gathered crowds to the bustle within.

"Gentlemen of the Grand Jury, answer to your names . . . How say you, prisoner at the Bar, are you guilty or not guilty? . . . On the morning of the fourteenth . . ." till the day closes with "All those who have anything further to do before My Lords the King's Justices, depart hence, and give your attendance"—wherever and whenever it may be!

Then, when the night has closed in, and dinner is over in the "White Hart" at Lewes, the "Royal" at Bodmin, or some other famous hostelry, the wine and the nutcrackers circulate as in days of yore, and right good stories are told by the oldsters of the giants of yesterday. For, as to this last (Praise be!) women barristers have not yet appeared in such numbers as to turn our messes into drawing rooms. When that day comes, there will be some fine bargains in wine at the auction sales, but circuit mess life will be killed stone dead.

## Highway Authorities' Powers under the Roads Act, 1925.

MANY complaints are being made at the present time of what seems *primâ facie* to be the somewhat arbitrary action by highway authorities to enforce certain of the provisions of the Roads Improvement Act, 1925. These complaints mostly centre in the interpretation sought to be put upon the powers conferred upon the authorities by s. 4, which reads (in abbreviated form) thus:—

> 4. (1) Where the Minister or any county council or other highway authority is of opinion that it is necessary for the prevention of danger arising from obstruction to the view of persons using the highway to impose restrictions with respect to any land at or near any corner or bend in a highway maintainable by him or them, respectively, the Minister, county council, or other highway authority may serve a notice . . .
>
> (*a*) upon the owner or occupier of the land directing him to alter the height or character of any wall (not being a wall forming part of the structure of a permanent edifice), fence, or hedge thereon so as to cause it to conform with any requirements specified in the notice; or
>
> (*b*) upon every owner, occupier and lessee of the land restraining them either absolutely or subject to such conditions as may be specified

in the notice, from permitting any building, wall, fence, or hedge to be erected or planted on the land.

To this, however, there are certain provisos, the most important of which is as follows:—

(iii) the owner or occupier of any land shall not be restrained by a notice served under this section from executing or permitting the reconstruction or repair in such manner as not to create any new obstruction to the view of persons using the highways adjacent to the land of any building which was upon the land before the service of the notice.

Other sub-sections deal with the serving of notices and with the manner in which a person may resist compliance therewith. He may, within fourteen days, send in his objection in writing and thereupon the issue raised is to be determined as laid down in s. 9:—

9. (1) If any question arises—

(*a*) whether compensation is payable under any of the provisions of this Act (except section five thereof) or as to the amount of any compensation so payable; or

(*b*) whether a notice served under section four of this Act shall be withdrawn as respects any requirement or restriction objected to in manner provided by this Act; or

(*c*) whether any expenses were reasonably incurred by any person in carrying out directions contained in a notice served under section four of this Act;

the question shall be decided, if the parties so agree, by a single arbitrator appointed by them, or in default of such agreement as aforesaid, by the County Court.

The County Court may exercise jurisdiction notwithstanding that by reason of the amount of the claim or otherwise but for this provision it would have no jurisdiction.

It would appear that surveyors and other officials of local highway authorities, being armed with the powers set out above, are showing a disposition to do what is commonly termed "bounce" owners of property into compliance with verbal requests which go beyond the terms of the statute. For instance, in a case which came under the writer's notice recently, a row of farm buildings near the corner of cross roads had been burnt down. The owner, upon taking steps to have them rebuilt, was interviewed by an official of the local highway authority who told him that he must not do so, but that he would be required to set the new building back for some distance as it interfered with the view of motorists and others approaching the cross-roads from the other direction. The owner was almost persuaded to stop the rebuilding, for which he had given orders, but like a wise man, he decided to see his solicitor before doing so and was then shown sub-s. (iii) of s. 4, *supra*. Clearly there is ample statutory authority for reconstructing a building that has been burnt or blown down. In that particular case, the local authority, upon their attention being called to the sub-section, instead of serving the statutory notice that had been threatened, at once entered into negotiations for the purchase of the strip of land on which the destroyed buildings had stood—with the result that an agreement satisfactory to both sides was fixed up and the matter concluded.

Another point about which many owners and occupiers of property still appear to be under considerable misapprehension, and often in need of advice, has reference to the planting of trees, shrubs, etc. Now, in regard to this the statute is quite impartial. On the one hand, s. 4, *supra*, gives power to the highway authority to prevent the planting of any tree, shrub or hedge likely to obscure the view of persons passing near any corner or bend, and to require the cutting down of any such existing obstruction. On the other hand, the highway authority may be restrained from the too enthusiastic planting of trees, etc., on the highway under their powers given them in s. 1 (1), since sub-s. (2) provides that "no such tree, shrub, grass margin, guard or fence shall be placed, laid out or allowed to remain in such a situation as to hinder the reasonable use of the highway by any person entitled to the use thereof, *or so as to be a nuisance or injurious to the owner or occupier of any land or premises adjacent to the highway.*" In view of the instructions which it was recently stated in Parliament were to be issued to the effect that every effort should be made by tree-planting and the like to beautify the new arterial roads (even to the extent of planting hedges between the vehicular and pedestrian traffic), it is just as well that owners and occupiers of property should be made fully acquainted with this protective provision.

## The Formation of Companies.

### The French and English Practice.

Mr. H. J. E. Stinson, who has recently been engaged in the formation of a French company for English clients, has written an interesting letter to *The Times* (30th December), on the requirements of the French commercial code in the above matter. He quotes the following provisions as "very valuable safeguards against the creation of fictitious credit by the means of dummy companies and paper finance," namely, (*a*) All the capital of the company to be taken up at the time of incorporation of the company, and a declaration that this has been done made before a notary public; (*b*) any shares allotted for a consideration other than cash not to be sold for at least two years from the date of the allotment; (*c*) a minimum of 25 per cent. of the nominal value of the shares to be subscribed in cash; (*d*) a minimum of 5 per cent. of the profits for every year to be carried to a statutory reserve up to a certain limit; (*e*) immediately half the share capital of a company has been lost, a general meeting of the shareholders to be called to decide whether the company shall continue to carry on business. While it may be granted that all these provisions are useful in a code of company law, we remain of opinion that the Act of 1929 gives equivalent of better safeguards in at least cases (*a*), (*c*) and (*e*), and the need of safeguards in the other two cases is of more debatable character. (*a*) and (*c*) are directed against the possibility of a company proceeding to business on insufficient capital, though Mr. Stinson does not show what legal precaution exists against a French company declaring a merely nominal or illusory capital to evade the rule. We believe it is on record that, under an earlier Act of our own, an English company was solemnly launched with a nominal capital of seven farthings. The provisions of the 1929 Act against insufficient working capital are contained in s. 39 and the 4th Sched., Pt. I, para. 5 therein referred to. These require the promoters, if they offer shares for subscription to the public, to state the minimum amount which, in their opinion, is necessary for (*a*) the purchase price of the property to be acquired, if to be paid out of the issue; (*b*) preliminary expenses and agreed commissions; (*c*) money borrowed for the above purposes; and (*d*) working capital. When these are stated, they cannot proceed to allotment unless sufficient money is subscribed. Obviously this rules out the penny three-farthings groups, and the nomination of too small a working capital invites very damaging criticism in the Press. In fact, the promoters have to lay their cards on the table for public inspection, and the English investor need fear no comparison

of this Act with the French code in this respect. The record for which the French require the declaration before the notary public is of course ensured in England by the system of the compulsory filing of the prospectus, etc., at Somerset House. As to (*e*) above, our Act provides for the annual general meeting with the balance sheet, from which, if the auditors have done their duty, shareholders will learn of the loss of half their capital, and can proceed as they are best advised. The French law might perhaps be useful if a solvent company were suddenly to incur heavy losses soon after an annual general meeting, and might enable shareholders to cut further losses, but it would seem to throw a somewhat onerous burden on directors, who apparently are required to know the exact moment when half the capital is unrepresented by available assets. Obviously in some cases this may be extremely difficult, and even when the moment is known, there may be a possibility of recovery, which notice of a meeting disclosing the loss might destroy.

As to Mr. STINSON'S point (*b*), it is very largely met in England, not indeed by the Act, but by Stock Exchange rules which may allow quotation of shares offered to the public before those of founders or vendors.. The absolute veto might be considered somewhat too drastic in English financial circles, though of course it does to some extent prevent swindlers unloading worthless stuff on the public before the worthlessness is proved by practical test.

Point (*d*) similarly lacks elasticity, and one might suppose cases for which it would be inappropriate, e.g., a holding or investment company, which owns no plant, and the assets of which, if properly managed, should not depreciate. If an English company which obviously ought to have a reserve fund, i.e., one owning leaseholds, coal-mines, or other wasting property, fails to set aside such a fund, the fact has to be disclosed in the balance sheet, and the proprietors at once have notice that it is being mismanaged. And no doubt any self-respecting firm of auditors would draw immediate attention to the matter. Thus our law may be regarded from our point of view as preferable, requiring directors to give full information to shareholders, who can then decide for themselves in what way their business shall be managed.

## A Conveyancer's Diary.

**Restrictive Covenants—** *continued.*

It may be as well if I sum up the principal points with regard to restrictive covenants dealt with in previous Diaries :—

(1) Restrictive covenants entered into before 1926 do not run with the land at law, but do run with the land in equity, and are binding upon all owners or occupiers of the land, except such as can set up the defence of purchaser for value in good faith without notice of the covenants. Notice may be either actual or constructive.

(2) Restrictive covenants entered into after 1926 are void against a purchaser for money or money's worth unless registered as a land charge : L.C.A., 1925, s. 13 (2).

If not registered, the covenants are not binding even upon a person acquiring the land with actual notice of them.

If registered, the covenants are binding upon a purchaser, although he may in fact have no actual or constructive notice thereof, because registration is, in itself, deemed to be actual notice to all persons and for all purposes connected with the land : L.P.A., 1925, s. 198.

(3) Restrictive covenants only run with the land in equity so as to be binding upon successive holders of the land if such covenants are either expressly or impliedly entered into for the benefit of other land of the covenantee. Such covenants are regarded as being in the nature of easements and are not otherwise enforceable.

(4) The benefit of restrictive covenants will run with the land for the benefit of which they were entered into without express assignment.

I have been asked two questions with regard to my article of last week. The first is : If a purchaser under an open contract is bound by restrictive covenants affecting the land, if such covenants are registered as a land charge, Class D, because he is deemed to have actual notice thereof, why is he not also bound to take the land subject to a charge registered by the Commissioners of Inland Revenue in respect of death duties, which is also a Class D charge, "or for the matter of that to a general equitable charge (Class C (iii)) or any other charge such as a puisne mortgage (Class B (ii)) ?"

The answer to that question is that a purchaser having at the date of the contract notice of charges for death duties or a general equitable charge, or a puisne mortgage or other monetary charge, is not bound to take the land subject thereto, but is entitled to have it discharged before completion, Consequently s. 43 of the L.P.A., 1925, applies. It is, however. not so in the case of restrictive covenants which bind all successive owners except a purchaser for value without notice. A purchaser who contracts to purchase land which is subject to restrictive covenants has no ground for rescission if he has notice of the covenants when entering into the contract, and it is immaterial whether such notice comes from the vendor or from some other source.

By way of illustration, suppose that A and B are owners of adjoining houses having a common title. One of the deeds in the common title imposes restrictive covenants upon both properties to enure for the benefit of adjoining land. A enters into an open contract by correspondence to purchase B's house, no mention being made of the restrictive covenants. A certainly could not rescind the contract on the ground of non-disclosure by B, nor would A be entitled to compensation, because he had notice, constructive if not actual, of the covenants at the date of his contract. That was the state of things before 1926, and still is so far as regards covenants entered into before then.

Now registration is made actual notice as to covenants entered into since 1925, and every purchaser under an open contract is placed in the same position as A in the case supposed, although having in fact no notice, either actual or constructive. That, at least, is so if the propositions which I advanced last week be correct.

The other question arises out of my suggestion that a purchaser should inquire of a vendor, before exchanging contracts, whether there are any registered restrictive covenants affecting the land. It is said that such an inquiry could not benefit the purchaser, because if the answer were "no," or "the vendor is not aware of any," the purchaser would still be in exactly the same position ; he could not plead that he was a purchaser for value without notice, and the misrepresentation by the vendor could not be taken advantage of by a purchaser who was not misled by it, which he would not be if he had actual notice of the covenants as under s. 198 of the L.P.A. he is deemed to have had.

Now, I agree that argument of my correspondent is sound, and that even after such a statement by the vendor the purchaser might not be able to rescind the contract and recover his deposit (if any), but the contract could hardly be enforced by specific performance, which is an equitable relief in the discretion of the court. That, perhaps, would be cold comfort to a purchaser who had paid a deposit and could not recover it, but it looks very much as though he would be in that position. It may be, however, that the court would in such a case order the return of the deposit under s. 49 (2) of the L.P.A., which provides that, when the court refuses to grant specific performance of a contract or in any action for the return of a deposit, the court may, if it thinks fit, order the repayment of the deposit. That sub-section seems to give the court a discretion in every case, whether the action

is by the vendor for specific performance or by the purchaser for rescission and return of the deposit, but it remains to be seen whether the court would exercise its discretion where the purchaser's claim is based upon the existence of covenants of which he is, under the statute, deemed to have actual notice.

## Landlord and Tenant Notebook.

**Double Rent and Double Value.**

War-time legislation created something in the nature of an inferiority complex on the part of landlords, and gave tenants a corresponding exaggerated sense of security. The idea that it is a favour on the part of a tenant to deliver up the property he holds or held has been prevalent, and has infected many parties to tenancies, whether the premises let be protected, de-controlled, or otherwise unprotected. This and the notion that a statute a couple of centuries old (though not in "the limbo of obsolete law," to quote Lord MERRIVALE, in *Flannagan* v. *Shaw*, *infra*), ought not to be invoked are largely responsible for the fact that claims for double rent and for double value are less commonly heard of than formerly.

Though of contemporaneous origin and both brought into being by statutes passed "for preventing frauds by tenants," and though both are remedies against tenants holding over, and in each case a notice has to be proved, there are substantial differences between the two proceedings. The claim for double rent lies in the case of periodic tenancies, or at all events tenancies containing a tenant's option to determine; the action for double value lies only in the case of a fixed term. In the former case notice by the tenant must be proved, in the latter a notice from the landlord. Double rent can be claimed irrespective of the tenant's attitude, which is relevant in the case of double value.

The preamble to s. 18 of the Distress for Rent Act, 1737, which created the claim for double rent, refers to landlords "whose tenants have power to determine their leases by giving notice to quit the premises . . and yet refusing to deliver up the possession when the landlord hath agreed with another tenant for the same." The allusion to another tenant is not, however repeated in the operative part of the section. The notice required is described as notice of "intention to quit"; but there is no magic in the word "intention": all that is necessary is an ordinary notice to quit or exercise of a power to determine by the tenant, and once the landlord would be in a position to sue for possession, he will be entitled to double rent if the lessee remains on (*Johnstone* v. *Huddlestone* (1825), 4 L.J. (o.s.), K.B. 71). For the same reason a verbal notice will suffice (*Timmins* v. *Rowlinson* (1765), 3 Burr. 1603; *cf.*, as to ordinary notices to quit in general, *Doe d. Macartney* v. *Crick* (1808), 5 Esp. 196). Once these circumstances are present, the landlord's right to double rent is like any other claim for rent; it can be enforced by distress (*Timmins* v. *Rowlinson*, *supra*); and it runs with the reversion, though completion be not effected till after the term expires (*Northcott* v. *Roche* (1921), 37 T.L.R. 334).

The claim for double value was introduced by the Landlord and Tenant Act, 1731, s. 1, which limits it to cases of "a tenant or tenants for any term of life, lives or years"; the statute being penal and strictly construed, it has accordingly been held that it will not apply to weekly tenancies (*Lloyd* v. *Rosbee* (1810), 2 Camp. 453), and presumably not to any periodic tenancy or fixed tenancy for less than a year. More activity is demanded on the part of the landlord than is the case when a claim for double rent lies; service of a notice is a condition precedent ("demand made and notice *in writing* given"), and the amount recoverable also depends on the date of the notice, for damages run as from that date (*Cobb* v. *Stokes* (1807), 8 Ea. 358). When trouble is anticipated, service should be effected before the term expires; this will give the landlord the right to double value for the full period during which the tenant holds over (*Messenger* v. *Armstrong* (1785), 1 T.L.R. 53). Moreover, the interpretation put upon the word "wilfully," which qualifies the words "holding over," makes it incumbent upon the landlord to prove something in the nature of contumacy in the tenant's attitude (*Wright* v. *Smith* (1805), 5 Esp. 204); a tenant in negotiation for a new lease (*Anon*, cited in note to last-mentioned case, at p. 214), or in doubt as to the landlord's title owing to a disputed will (*Swinfen* v. *Bacon* (1861), 9 W.R. 740), or unable to get rid of his sub-tenant (*Rands* v. *Clark* (1870), 19 W.R. 48), is not liable.

The section specifies the remedy (action for debt), and expressly mentions "the person entitled, his executors, administrators or assigns." In *Blatchford* v. *Cole* (1858), 5 C.B. (N.S.) 514, it was held that a tenant granted a lease on the expiration of a current term could not sue; but *quaere*, whether the abolition of the doctrine of *interesse termini* (L.P.A., 1925, s. 149 (1)), has not altered this?

With regard to statutory tenancies, an action for double values does not, of course, lie against a tenant whose holding is protected by the Increase of Rent, etc. Acts, though an attempt on these lines was made in *Crook* v. *Whitbread* (1919), 35 T.L.R. 522; but double rent can be claimed from a tenant who gives notice and remains in possession, for, while the claim is, as stated above, similar in nature, the penal sum due is not similar to "rent" within the meaning of the Increase of Rent, etc., Acts, and demanding the penalty is not tantamount to effecting an increase of rent: *Flannagan* v. *Shaw* [1920] 3 K.B. 96, C.A.; 64 SOL. J. 51, C.A.

## Our County Court Letter.

### CHARGES FOR USE OF FIRE BRIGADE.

LIABILITY for the above was considered in the recent case of *Bosley* v. *Newman & Co.*, at Brighton County Court, in which the plaintiff claimed £3 9s. as damages for negligent decarbonising of a motor-car, whereby the latter caught fire. The defendants paid £1 into court, and denied liability for an item of £2 19s. paid to the Worthing Fire Brigade. The latter had turned out in response to a call, but the fire had been extinguised before their arrival, and the town clerk had charged the latter amount for their services. The defendants contended that (1) the Worthing Corporation had no legal right to charge for the services of the brigade outside their district; (2) the charge was not only for those who attended the fire, but for the emergency brigade left behind at the station; (3) the brigade was only away twenty-five minutes, whereas one hour had been charged for; (4) the fire occurred on a highway, and if anyone was liable for the charge, it was the highway authority. His honour Judge Sir William Cann observed that the brigade were paid out of the rates, but only for the benefit of the ratepayers. The plaintiff, however, had very reasonably and properly sent for the brigade with a view to saving his car, as was his duty, and his evidence as to the cause of the fire was accepted. Judgment was therefore, given in his favour for the amount claimed, and costs.

The question of charging for services beyond the borough boundary had previously been considered in *Daventry Corporation* v. *Newbury and Wright* (1926), 70 SOL. J. 428. The plaintiffs claimed £12 5s. for services rendered, at the defendants' request, on the occasion of a farm fire five miles outside the borough, but the defendants disputed liability in reliance on the Town Police Clauses Act, 1847, s. 33. The County Court judge held that the section did not apply, and gave judgment for the plaintiffs, which was upheld in the Divisional Court. The present Lord Chancellor observed that the above section empowered the plaintiffs to send their engines beyond the limits to which the Act applied, and further provided that the owner of the land or buildings should defray

the expenses and pay a reasonable charge. It was true that the defendants were only tenants, and therefore not within the actual words of the section, but the latter contained nothing to preclude a local authority from making a valid contract with some one not the owner of the lands or buildings. Mr. Justice Salter agreed that (apart from any rights under the statute against the owner) the plaintiffs were entitled to recover the amount from the defendants at common law on the implied contract.

A ratepayer may be entitled to the free services of the brigade, even though no fire has broken out, as appears from *Grays Thurrock U.D.C.* v. *Grays Chemical Works, Limited* (1918), 62 Sol. J. 741. The plaintiffs claimed £81 9s. 6d. for the services of the fire brigade, but the defendants claimed that, as ratepayers, they were under no liability, and that the magistrates were the proper tribunal, under s. 33, *supra*. The plaintiffs replied that there never was a fire, and—as the brigade had been employed in precautionary measures only—the services were rendered outside any statute and at the request of the defendants, who were therefore liable. The present Lord Chancellor held that, in the event of reasonable apprehension of a fire, a person is entitled to summon the district brigade without payment, as he ought not to expose his own or his neighbour's premises to any risk. If, however, a person requests the brigade to perform services which he ought to attend to himself, then the ordinary principles of common law apply, and he must pay for services rendered at his request. The evidence showed that the brigade had been retained after the danger was past, for a period in respect of which the defendants were not entitled to throw the cost on the ratepayers. The charges for this period were not "costs and expenses" recoverable by statute before the magistrates, and judgment was therefore given for £55 and costs.

## Practice Notes.

### THE CONTRACTS OF DOMESTIC SERVANTS.

The rights of the mistress, on a breach of the above, were pointed out in the recent case of *Barrett* v. *Skinner*, at Weston-super-Mare County Court. The plaintiff went to a registry office, and had there got into touch with the defendant, who stated that she left her last place because the mistress had a help, whose interference and mischief-making had caused the defendant and another maid to leave. The plaintiff thereupon engaged the defendant at £36 a year, subject to a reference, and—as the latter was satisfactory—the defendant duly entered the plaintiff's employment. At the end of the first day, however, the defendant returned to her former mistress, and the plaintiff therefore claimed £3, being one month's wages, as damages for the trouble and expense involved. His Honour Judge Parsons, K.C., observed that the defendant's view of the law was incorrect, as she had definitely entered into a contract, whatever was in her own mind. The defendant therefore ran the risk of paying damages if she changed her mind without being released from her contract, and she would only have been entitled to act as she had done if she had put in a month's attendance on the plaintiff. The defendant, however, was entitled to two shillings for her morning's work, and judgment was therefore given for the plaintiff for £2 18s., payable at six shillings a month. Compare "Termination of Service Contracts," in our issue of the 26th January, 1929 (73 Sol. J. 56). A county court judgment is there noted in which it was laid down that, although a servant is entitled to a month's wages in lieu of notice, the converse only applies by special agreement. Laundry work as a household duty led to the recent case of *Harding* v. *Morgan* at Aberystwyth County Court. The plaintiff's wages were £2 a month, but (on account of her youth) she had always refused to do the washing, until the place became unbearable. Having left on a Tuesday, the plaintiff claimed nine shillings as wages from the previous Friday week. The defendant's case was that she herself had offered to do the washing, but the plaintiff had refused to help, although she had been well treated in regard to holidays. His Honour Judge Frank Davies pointed out that the plaintiff had remained nine months, and that the defendant was a good mistress. The action therefore failed.

### BONUSES TO CUSTOMERS' EMPLOYEES.

The payment of the above may raise a question of liability for the full price of goods supplied, as (if anyone is to receive a discount) it should be allowed to the customer, and not to his employee. In the recent case of *Delecta Ltd.* v. *Major*, at Loughborough County Court, the claim was for £50 12s. 6d. for theatre chocolates, but a bonus cheque for the manager had come into the hands of the defendant, the proprietor. The manager claimed to have disclosed two previous bonus cheques, which were paid in to the defendant's account as bar items, but all knowledge of this was denied by the defendant. His Honour Judge Haydon, K.C., held that the plaintiffs intended to make the manager a personal gift, both for past and future orders, and had come perilously near the Prevention of Corruption Act, 1906. It was unfortunate that there was no banking account for the theatre, as the whole of the responsibility was placed upon the manager, and it was impossible to test whether the cheques had been paid in or misappropriated. The evidence was, however, that the manager did not succumb to temptation, but had disclosed the two bonus cheques to the defendant, who might easily have forgotten. Judgment was therefore given for the plaintiffs for the amount claimed, but His Honour expressed strong disapproval of their procedure, and deprived them of costs. Compare similar adverse criticism from the bench in a Practice Note entitled "The Remuneration of Agricultural Valuers" in our issue of the 14th December, 1929, 73 Sol. J. 830.

## Reviews.

*Tudor on Charities.* A Practical Treatise on The Law Relating to Gifts and Trusts for Charitable Purposes. Fifth Edition, by H. G. Carter, M.A., and F. M. Crawshaw, B.A., LL.B., Barristers-at-law. Medium 8vo. pp. lxxii and (with Index) 827. 1929. London: Sweet & Maxwell Limited. £3 3s. net.

The editors of this edition of "Tudor's Treatise" have undertaken a most unenviable task inasmuch as, since the appearance in 1906 of the previous edition, little or nothing has been done in the interval to simplify or clear up the legislative tangle which surrounds this subject. There is no doubt, however, that, in spite of this handicap, they have done their task well and have succeeded in bringing the work up-to-date, and putting Tudor, once again, into the front rank of reliable text-books.

Some idea of the aforesaid legislative tangle may perhaps be obtained when one considers that the authors have seen fit to allot rather more than 280 pages solely to statutes and their notes thereon, and that in those pages twenty-one different statutes or the material portions thereof are set out and annotated. Furthermore, the twenty-one statutes more particularly referred to by no means comprise the whole of those affecting the subject, but for all general purposes are sufficient and the annotations thereto are concise and clear.

It should be noted that the editors, whilst adhering in the main to the general arrangement of the last edition, have enlarged or restricted certain chapters of the book, having regard to their relative importance to-day; in this they have exercised their discretion most admirably.

Chapter IV, in particular, which contains a considerably expanded treatise on that all-important principle in charity

matters, namely, the *cy-prés* doctrine, is much improved thereby, and the omission of specimen schemes and forms of the charity commissioners, which after all are not so difficult to obtain elsewhere, can hardly be said to constitute an irreparable loss.

The authorities have obviously been the subject of a very careful revision and, up to the date of publication, no modern authority appears to have been omitted; it is interesting to observe that the importance of *Re Chardon* [1928] Ch. 464, has been fully recognised by the editors, who have allotted a short appendix to the discussion of the effect of that case alone.

It would have been helpful if the editors had seen their way to expounding a little more fully the subject of "trust corporations." Information on this subject, the method of their formation and the matters to be looked to when the benefits of s. 3 of the Law of Property (Amendment) Act, 1926, are desired, would, it is conceived, have been suitable new matter for a treatise such as this. This remark, however, is intended by way of a hint for the next edition rather than any serious criticism of the present, which should prove of great value to the profession generally, and may (though this is not so certain) draw the attention of the authorities to the need of some early effort to clear up the aforesaid tangle.

## Books Received.

*The Law and Custom of Reservation*, 1547-1661. An Essay on the History of English Law. W. P. M. Kennedy, M.A., Litt.D. (Dublin). With an Introduction by J. P. Whitney. Demy 8vo. pp. 31. 1929. Cambridge: W. Heffer & Sons, Ltd.

*British Acceptance of Compulsory Arbitration under the "Optional Clause" and its Implications.* A. Pearce Higgins, C.B.E., K.C., LL,D., F.B.A. Cambridge: W. Heffer and Sons, Ltd. 6d. net.

*A Digest of the Law of Partnership.* With Forms and an Appendix on the Limited Partnerships Act, 1907, together with the Rules and Forms, 1907, 1909. By The Right Hon. Sir Frederick Pollock, Bart., K.C., D.C.L. Twelfth edition. Demy 8vo. pp. xxiv and (with Index) 270. London: Stevens & Sons, Ltd. 15s. net.

*Forty Years at the Bar.* Being the Memoirs of Edward Abinger, Barrister of the Inner Temple. With Frontispiece and twenty-five Illustrations. Demy 8vo. pp. 287 (with Index). London: Hutchinson & Co. (Publishers) Ltd. 18s. net.

*The News Sheet of The Bribery and Secret Commissions Prevention League Incorporated*, for the upholding of Honesty in the Professions, Business, &c., and for combating Unfair Competition. No. 166. January, 1930. London: 22, Buckingham-gate, S.W.1.

*Theories of Law and the Constitutional Law of the British Empire.* An Address read before the Canadian Bar Association, Quebec, 6th September, 1929, by W. P. M. Kennedy, M.A., LL.B., Litt.D., Professor of Law in the University of Toronto.

*Pitman's Municipal Series.* Organisation and Administration of the Rating Department. By A. H. Peacock, M.A., A.S.A.A. (late Rating and Valuation Superintendent, County Borough of West Ham). 1930. Demy 8vo. pp. viii and (with Index) 85. London: Sir Isaac Pitman and Sons, Ltd. 5s. net.

*Industrial Arbitration in Great Britain.* By Lord Amulree, G.B.E., K.C., formerly President of the Industrial Court, Chairman of the National Wages Board for Railways. Demy 8vo. pp. x and (with Index) 233. Oxford University Press. London: Humphrey Milford. 12s. 6d. net.

*The Law of Town Planning*, being a complete and Practical Guide to the Law of Town Planning as consolidated by the Act of 1925. By Archibald Safford, Barrister-at-Law, and Graham Oliver, Barrister-at-Law. 1929. Second edition. Demy 8vo. pp. xvi and (with Index) 331. London: Hadden Best & Co.

*Workmen's Compensation and Insurance Reports*, containing Cases germane to Workmen's Compensation, Employers' Liability, Insurance (except Marine), and National Insurance. Part 3. 1929. London: Stevens & Sons, Ltd. Sweet & Maxwell, Ltd. Edinburgh: W. Green & Son, Ltd. Annual subscription £2, post free.

*The Lady Ivie's Trial.* For great part of Shadwell, in the County of Middlesex, before Lord Chief Justice Jeffreys in 1684. Edited by Sir John C. Fox (Vice-Chairman of Oxfordshire Quarter Sessions, and late Senior Master of the Supreme Court, Chancery Division). With a Preface by the Provost of Eton. 1930. pp. xcix and (with Index) 174. Demy 8vo. Oxford: At the Clarendon Press. London: Humphrey Milford. 12s. 6d. net.

*The Licensing Acts* (by the late James Paterson, M.A., Barrister-at-Law) and Forms. Fortieth edition, by H. B. Hemming, LL.B., Barrister-at-Law, and S. E. Major, Solicitor. 1930. Large Crown 8vo. pp. cxvi. 1302 and (Index) 160. London: Butterworth & Co. (Publishers) Ltd. 22s. 6d. net. Thin edition 3s. 6d. extra.

# Correspondence.

## Number Plates.

Sir,—I would like to call your readers' attention to the unsatisfactory state of the law relative to the above subject.

The Motor Car Act, 1903, which deals with this matter is rather vague on this point.

It merely recites that the number plate must be "easily distinguishable." It does not stipulate from what distance it must be apparent to the naked eye, and since many prosecutions are taken by the police in respect of this somewhat trivial offence, I venture to suggest that there should be an amendment of the existing position specifying a reasonable distance from which the number plate must be visible to the average individual's eyesight and not solely to that of a police officer.

Newcastle-upon-Tyne, 9th January. S. Mickler.

## "Drunk in Charge."

Sir,—I notice in the October, 1929, number of The Solicitors' Journal, the comment of Sir Robert Wallace on "Drunk in Charge," on p. 668, and the note on p. 669, with the heading "Under the Influence of Liquor." In the state of Indiana we have a statute which makes the act of operating a motor vehicle "upon any public highway of this state while under the influence of intoxicating liquor," a criminal offence. I thought that you might be interested in a comment on "While under the Influence of Intoxicating Liquor," within the meaning of our Indiana statute, and I am sending you under separate cover a copy of the November, 1928, Indiana Law Journal, which contains a comment on this subject by Mr. W. W. Thornton of the Indianapolis, Indiana, Bar.

Editorial Office, Indiana Law Journal, Bloomington, Indiana. 18th November, 1929. W. E. Treanor.

A UNIVERSAL APPEAL.

To Lawyers: For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W.9.

# POINTS IN PRACTICE.

**Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.**

### Solicitor's Lien on Title Deeds.

*Q.* 1821. The same firm of solicitors acted for (1) the purchaser of freehold property, (2) first mortgagees of same, and (3) the vendor, who took a second mortgage of the property for securing the balance of the purchase money; and a bill of costs was rendered to the purchaser-mortgagor comprising charges for (*a*) investigating title and completing conveyance, (*b*) preparing and completing first mortgage, (*c*) preparing and completing second mortgage, and (*d*) charges in connection with an arrangement between the vendor (as second mortgagee) and another party who had signed a guarantee for securing an overdraft on the purchaser's banking account. A portion only of these charges has been paid by the purchaser-mortgagor, and the first mortgagees have recently exercised their power of sale. The firm of solicitors have prepared an account showing the dealings with the proceeds of sale, and in this account they have deducted the balance of the costs above mentioned. The deeds were in the first instance received by the solicitors as representing the original purchaser, and were then, and have since been, retained by them on behalf of the first mortgagees, but have now, of course, been handed over to the new purchaser. The solicitors contend that having retained the deeds throughout they have a lien, not only for their costs as representing the first and second mortgagees, but also their charges against the purchaser-mortgagor. We should be grateful for your opinion as to whether the solicitors' claim to a lien for all such costs is correct. A lump sum charge (plus disbursements) was made, and the fee was not apportioned between the various items of the work.

*A.* We regret we cannot advise that the solicitors have a lien as suggested. As soon as the first mortgage was completed the solicitors held the deeds (except of course the second mortgage) for the first mortgagee, and the only lien that could then arise would be for the first mortgagee's costs, which the mortgagee had a right to recover from the purchaser-mortgagor. As regards the second mortgagee's costs, there would be the same lien on the second mortgage deed. It would, however, be open to either mortgagee to prove, more particularly the first mortgagee, that it was understood the solicitors should deduct any mortgagees' costs from the amount advanced before paying over the money to the mortgagor. The position is further complicated by the delivery of a lump sum bill. If separate items had been inserted for mortgagees' costs it might have been possible for the solicitor to appropriate any sums paid by the purchaser-mortgagor to the discharge of the costs of conveyance and other costs for which only the purchaser-mortgagor was directly liable to the solicitors. It is possible, though we are unaware of authority to this effect, that if the solicitors deliver amended bills showing distinct items chargeable primarily against the first mortgagee, the second mortgagee, and the purchaser-mortgagor respectively (the total being the same as in the bill delivered), the solicitors might still claim to appropriate payments made by the purchaser-mortgagor to their advantage.

### Tenant from Year to Year—Waste.

*Q.* 1822. The tenant of a large house and garden grounds has recently died and the premises are now unoccupied, and the contents of the house have been sold. The tenant's executors have served on the landlord a notice terminating the tenancy in May next. The tenancy is a yearly one, without written agreement. The executors are willing to hand over the premises to the landlord at once and also to pay rent until the notice expires. In the event of the landlord's refusing to accept possession, are the executors under liability to take care of the premises, and prevent their being damaged by trespassers, and keep the house and garden in good condition? Or are they entitled to hand the keys and the rent to the landlord, with an intimation that he must henceforth look after the premises himself?

*A.* (i) *As to the house:—*

It is very doubtful whether a tenant from year to year is or is not liable for "permissive" waste, and there are many conflicting decisions on the subject (see White & Tudor's Leading Cases in Equity, 8th ed., Vol. II, p. 1026, and cases there cited; Tudor's Leading Cases on Real Property, etc., 4th ed., p. 152, and cases there cited). Probably there is an obligation to keep out wind and water.

(ii) *As to the grounds:—*

It is not waste at Common Law, either voluntary or permissive, to leave land uncultivated (Tudor's Leading Cases on Real Property, 4th ed., p. 151, citing *Hutton* v. *Warren*, 1 M. & W. 472, per Parke, B.).

(iii) *As to trespass:—*

The reversioner can maintain an action for trespass for damage to the reversion, and in view of this fact we express the opinion that the executors will not be liable for the damage done by trespassers.

(iv) *Fire risks:—*

The executors would not, it seems, be liable for accidental fire nor for the Act of God (Gibson's Conveyancing, 12th ed., p. 364).

### Escrow—Effect of Delivery.

*Q.* 1823. On the 16th April, 1929, the Ministry of Health approved of the sale of certain leasehold premises known as "Black Acre" to X by the Bedwellty Board of Guardians. At that time the Ministry of Health had appointed three special Commissioners under and by virtue of an Act of Parliament empowering them to do so. The deed of assignment was duly approved and executed and delivered as an escrow prior to the 30th June, 1929, but completion has not yet taken place owing to a delay in the obtaining of a mortgage for the purchaser. Under and by virtue of a new order of the Ministry of Health the three Commissioners, who were acting as guardians at the time of the execution of the deed, have been now superseded and three others have been appointed in their place. Completion has not taken place and the question arises whether the mortgagees would be safe in accepting the title when the assignment to X was executed by the old Commissioners, or whether it is necessary to have a new deed executed by the new Commissioners setting out shortly the facts of the case. If a new deed is not necessary, would it be advisable to obtain a declaration as to the date of the execution of the deed and its delivery as an escrow, so that the same may be placed with the title deeds?

*A.* In view of the fact that the escrow, when delivered, will operate from the date of the execution thereof, at which time the Special Commissioners had the power to act, it seems to us neither necessary nor desirable to have a new deed. The suggested statutory declaration appears to us to constitute a satisfactory procedure. As an alternative we suggest that the deed be dated prior to the removal of the Special Commissioners and stamped under penalty. We express the opinion that the Revenue would, under the special circumstances, exact only a nominal penalty.

# Notes of Cases.

## High Court—Chancery Division.

**Gowers** *v.* **Walker.** Eve, J. 19th December.

COMPANY—PREFERENTIAL CLAIMS—INCOME TAX—TAX ACTUALLY ASSESSED—RECEIVER—COMPANIES (CONSOLIDATION) ACT, 1908, s. 209.

This was a special case for the opinion of the court as to whether the receiver of a company was bound to treat a claim for income tax as a preferential payment under ss. 107 and 209 of the Companies (Consolidation) Act, 1908. The defendant company, by an instrument of charge, dated 8th April, 1924, charged certain premises, and by way of floating charge their undertaking, goodwill and other assets in favour of the defendant, the District Bank, Ltd. On 15th November, 1927, the bank appointed the defendant, Mr. V. Walker, receiver of the company. On 1st May, 1928, assessments were made on the defendant company for income tax for five years from 6th April, 1922, to 5th April, 1927, and the plaintiffs, who were the Commissioners of Income Tax, claimed that one year's assessment, that for the year 1923-24, ought to be paid in priority as a preferential payment. By s. 107, the provisions as to preferential debts in s. 209 were extended in cases where there was no winding up, but where a receiver had been appointed or possession had been taken on behalf of creditors entitled to a floating charge. The receiver disputed the claim on the ground that no right to priority existed in a case where the tax had not been already assessed at the date when the receiver was appointed.

EVE, J., in a reserved judgment, said the construction contended for by the defendants was that the words "up to the 5th of April" were equivalent to "before the 5th of April." The expression "up to" was well known in accountancy, and when books were said to be written up or balances struck up to a particular date, no implication arose that the operations were completed before or on the particular date, the true meaning being that the date was the one up to which the account had been ascertained. Under s. 209 income tax was to be treated preferentially but not more than one year's assessment. He could detect nothing in the section except the statutory limitation which reduced the rights of priority in respect of income tax actually assessed before the date up to which it was to be assessed, and accordingly he answered the question submitted by the special case in the affirmative.

COUNSEL: *J. H. Stamp* and *R. P. Hills*; *Jenkins*, K.C., and *S. C. Agnew.*

SOLICITORS: *Solicitor of Inland Revenue*; *Hickson and Parish.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

## High Court—King's Bench Division.

**Ice Rinks Ltd.** *v.* **Mathuen.**

Macnaghten, J. 13th January.

CONTRACT—SHARE TRANSACTION—REGISTRATION—REPUDIATION.

The plaintiffs in this case, Ice Rinks, Ltd., claimed from the defendant, Nathan Mathuen, £9,889 5s. 11d., which they alleged was due to them in respect of 37,440 shares of 5s. each of which the defendant was the registered holder in the following circumstances. In February, 1929, Ice Rinks, Ltd., decided to issue 850,000 shares of 5s. each, and the Anglo-Continental Developments, Ltd., as the issuing house, secured a number of sub-underwriters, of which the defendant was one, to take over part of the liability. On the day on which the prospectus was put before the public, the 23rd February, 1929, the defendant signed a sub-underwriting letter and at the same time signed a cheque for £2,000 in respect of the shares issued for sub-underwriting by him. The public prospectus advertised that the list would be closed on or before the 27th February, and it was in fact closed on the 25th February. On the 28th February the application form, which the defendant ought to have signed when he sub-underwrote, was signed on his behalf by the secretary of Anglo-Continental Developments, Ltd., and shares were allotted to the defendant and an allotment letter was sent to him on the 4th March. The defendant had not paid the moneys due under the allotment note and the cheque for £2,000 was dishonoured. The defendant pleaded that he did not authorise the Anglo-Continental Developments, Ltd., to sign the application form on his behalf, and also that one of the conditions of his signing was that the list should remain open for public subscription for fourteen days, and that condition had been broken.

MACNAGHTEN, J., was of opinion that by signing the sub-underwriting letter of the 23rd February, the defendant authorised the Anglo-Continental Developments, Ltd., to sign the application for shares in his name so as to make him liable. His lordship also held that the defendant had received notice of the allotment of the shares and that his name was rightly upon the register of the company and that he was therefore liable for the sum claimed.

COUNSEL: *S. H. Smith*, for the plaintiffs; *Eric Dunbar*, for the defendant.

SOLICITORS: *Nicholson, Freeland & Shepherd*; *John Pickles.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

## Chancery of Lancashire.

***Re* David Healey & Son Limited: District Bank Limited** *v.* **Healey.**

Vice-Chancellor Courthope Wilson, K.C. 3rd, 4th, 5th and 6th December, 1929.

COMPANY—VOLUNTARY LIQUIDATION—SPECULATION IN COTTON FUTURES—LIABILITY OF DIRECTORS FOR LOSSES.

Misfeasance motion. The plaintiffs claimed that the defendants, who were the directors of the company and had the sole control of the company's business, were liable to refund to the liquidator of the company £28,582 7s. 11d., representing losses incurred by them in connexion with dealings in cotton futures, undertaken on behalf of the company. It was alleged in the points of claim that the directors, as agents for the company, had entered into transactions for the purchase and sale of cotton futures on the Liverpool cotton market, not being purchases and sales of cotton futures for the purpose of hedging proper to be made by a spinner, which constituted speculations or gambling transactions, and the plaintiffs, therefore, claimed a declaration that the defendants were guilty of misfeasance in paying the money and using actual cotton of the company in settlement of losses so incurred and involving the company in losses by such transactions.

THE VICE-CHANCELLOR said that, having regard to the form of contract required by the rules of the Liverpool Cotton Association, the transactions in futures were clearly not "gambling" transactions, which, he took it, meant what were known in law as "gaming or wagering" transactions. On the other hand, the word "speculation" included such buying and selling as was incidental to the business of a cotton merchant, which was one of the objects specified in the company's memorandum of association. He thought that the defendants had succeeded in showing that the transactions complained of were legitimate and usual in the course of carrying on a business such as that of the company, and moreover, that the defendants had entered into them *bona fide* for the benefit of the company, acting honestly and reasonably according to the best of their ability and judgment, and having due regard to the advice of their brokers. This being the case, there had been no misfeasance and the motion therefore failed.

COUNSEL: For the plaintiffs, *Spens*, K.C., and *E. Ackroyd*; for the defendants, *Atkinson*, K.C., and *C. E. R. Abbott.*

SOLICITORS: For the plaintiffs, *Slater, Heelis & Co.*, Manchester; for the defendants, *John Taylor & Co.*, Manchester.

[Reported by T. C. OWTRAM, Esq., Barrister-at-Law.]

# Societies.

## Plymouth Law Society.

ANNUAL DINNER.

The annual dinner of The Incorporated Law Society of Plymouth took place on Friday the 10th inst., with the President (Mr. S. Carlisle Davis) in the chair. In submitting the toast "Law and Order," the President said everyone was supposed to know the law, and it was a commentary on their civilisation that lawyers should be necessary to explain to those who were not lawyers what the law was. Laws were really rules for human action, and by following those rules they hoped for order. Law should be swift, sure, and certain.

He thought in the name of their society he might say without fear of contradiction that the Government would always receive the support of all the lawyers in the country whilst it produced laws which conduced to the ordered well-being of the people. Their distinguished guest that night, by his industry and merit, had reached the high office of Solicitor-General, but his name would stand out in history because he was the only illustration that could be found of a member who was successful the first time he sought the suffrages of the people and became at the same time one of the Law Officers of the Crown. (Applause.)

In responding, Sir JAMES MELVILLE said: I think that law and order is a way of expressing the English habit of putting up with what you don't very much like, whichever way it may happen to go, and it is a fine trait in our national life. I suppose one thing that conduces to it a great deal and is doing so increasingly is the right that every Englishman has of access to the courts of justice.

In this connexion I must say I feel gratified to find the enormous efforts, the generous efforts, which are being made by the legal profession, and particularly by the solicitors' branch, in the assistance given to provide that access for poor persons to the courts of justice.

I find that in 1928 over 2,000 cases were litigated by poor persons assisted by solicitors and counsel acting purely out of public duty, and without thought of reward or desire for fee. I think that is a thing of which the profession may justly feel proud.

I am pleased to find, too, that this assistance seems to be conceived and carried out on a reasonable plan, because I find that in 75 per cent. of the cases the poor persons have received judgment in their favour.

At the present time it is not only in regard to civil matters that we are advancing in the direction of affording protection to the poorer sections of His Majesty's subjects. There is a Bill now before the House of Commons, a private member's Bill, which I had the privilege of steering through a Standing Committee. All sides came to a measure of agreement that it only awaits a third reading to become law.

EXTENSION OF LEGAL ASSISTANCE.

We are extending the provisions made for poor persons, so that legal assistance will be available when required in all summary jurisdiction courts, as well as in courts trying indictable offences. Further, we are making provision by which I have no doubt we shall be able to make effective arrangements with the Bar counsel, whereby leading counsel will be made available as well as junior counsel, to anyone who has a proper case to make for it.

Just as an extension of this kind of assistance will be made possible in the courts of summary jurisdiction by the public spirit of solicitors, so this extension, so far as leading counsel are concerned, will be made possible by the public spirit of the leading members of the Bar.

THE PROFESSION'S INDEPENDENCE.

Our profession is often said to be an independent one, but it is one thing for our profession to have achieved the independence of being able to say what is proper to be said on behalf of a client who has rewarded us for it. There is another kind of independence which I value as greatly and that is the independence of a member of the Bar in being able to say what he likes and what he thinks is proper to say in public matters without fear of professional prejudice.

Our profession, one side of it or the other, will never be a truly independent profession until every member of it feels able to devote himself to public causes with the same independence as he is obliged by his profession to devote to private causes. (Applause.) I think as far as your side of the profession is concerned you are surely entitled to ask for that kind of trust from members of the public.

The Englishman has learned by generations of experience that if you want to trust anybody, and if you are in a position where you have to trust somebody, a solicitor is the person and the only person you can trust. A man may go to an unknown solicitor and entrust to him the whole of his fortune, the whole of his assets. If a man acted like that with any other member of the community he would be certified as being mentally unfit to have control of his affairs. So I say to your profession: "You may ask for trust in public matters where you give it in private matters."

APPOINTMENT OF MAGISTRATES.

Alluding to another topic, Sir James intimated that he had to answer a number of questions in the House of Commons on the administration of justice by magistrates. "I want to say this: I believe that the cause of, or rather the necessity for, law and order will be better met in this country by associating all classes with its due administration. It would be wrong if political effort on behalf of any party were to be but a stepping-stone to judicial preferment to local benches. It would be more disastrous if political effort on behalf of any one party is made a bar to that very natural kind of preferment that a public-minded person likes.

I do not know—I do not profess to know—the solution of those difficulties. It is part of the duty of the Law Officer of the Crown to advise the Government, and then to wait and see. I cannot help thinking for myself that law societies such as this might be of considerable assistance to advisory committees, and to the Lord Chancellor himself, in bringing to bear upon advice for the appointment of justices of the peace something of the impartial and public-minded view that members of our profession are trained by their calling to have. (Loud Applause.)

POOR PEOPLE'S JUDGE.

His Honour Judge LIAS, submitting "the Incorporated Law Society of Plymouth," and responding to a cordial reception, said he noticed in the annual report of the Plymouth Law Society that to comply with the Poor Persons Bill in the city it would take one day's time of each solicitor in Plymouth. Was it possible that one day per solicitor in Plymouth would be sufficient to deal with all the poor persons' cases? He could hardly believe it, but he took it that as the proposition was made by the society it could not be wrong.

It meant that for every day that each solicitor in Plymouth gave to poor persons' legal interests, he must work quickly to get it through, but, if it was possible, he hoped they would undertake the duty. Coming to them as a county court judge, he said, without hesitation, that he was, and had been since he had been a judge, a father of poor people. His business had been, whether workmen's compensation, judgment summonses, or ordinary cases, to see that poor litigants and rich litigants were treated alike and to see that everybody who came to the court would be perfectly certain to get a fair judgment. (Applause.

Mr. F. EDGAR BOWDEN briefly responded.

At the request of Mr. E. F. ANTHONY, "The Visitors" were toasted, and was acknowledged by Mr. H. C. BROWN (President of Devon and Exeter Law Society) and Mr. GERALD PETER (President of the Cornwall Law Society).

## United Law Society.

A meeting of the Society was held at the Middle Temple Common Room, on Monday, the 13th inst., Mr. C. C. Ross in the chair.

Two motions as to alterations of the rules were down for discussion, but owing to the correct procedure under the rules not having been followed, it was decided that it would not be in order to discuss the motions.

An impromptu debate followed, on subjects selected by the Chairman. Five subjects were debated.

# The Law Society.

SPECIAL PRIZES OPEN TO CANDIDATES AT THE HONOURS EXAMINATIONS IN THE YEAR 1929; AND THE CITY OF LONDON SOLICITORS' COMPANY'S PRIZE.

THE SCOTT SCHOLARSHIP.

Bernard Passingham, having, in the opinion of the Council, shown himself best acquainted with the Theory, Principles, and Practice of Law, they have awarded to him the Scholarship founded by the late Mr. James Scott, of London.

Mr. Passingham served his articles of clerkship with Sir Charles Elton Longmore, K.C.B., of the firm of Messrs. Longmores, of Hertford, and was awarded the Clement's Inn Prize in November, 1929.

THE BRODERIP PRIZE FOR REAL PROPERTY AND CONVEYANCING.

Bernard Passingham, having, in the opinion of the Council, shown himself best acquainted with the Law of Real Property

and the Practice of Conveyancing, otherwise passed a satisfactory Examination and attained Honorary Distinction, and being under twenty-seven years of age, they have awarded to him the Prize, consisting of a Gold Medal, founded by the late Mr. Francis Broderip, of London.

Mr. Passingham served his articles of clerkship as before stated.

THE CLABON PRIZE.

Anthony Dalzell Hargreaves, M.A., LL.B. Cantab, having, in the opinion of the Council, shown himself best acquainted with the Principles of Equity, and otherwise passed a satisfactory Examination, they have awarded to him the Prize founded by the late Mr. John Moxon Clabon, of London.

Mr. Hargreaves served his articles of clerkship with Mr. Charles Harvey Plant, of the firm of Messrs. Plant, Abbott & Plants, of Preston, and was awarded the Clement's Inn Prize in March, 1929.

LOCAL PRIZES.

THE TIMPRON MARTIN PRIZE FOR LIVERPOOL STUDENTS.

Thomas Henry Evans, LL.B. Liverpool, who served two-thirds of his period of service in Liverpool, passed the best Examination, being not above twenty-seven years of age, and attained Honorary Distinction in the First Class, the Council have awarded to him the Gold Medal founded by the late Mr. Timpron Martin, of Liverpool.

Mr. Evans served his articles of clerkship with Mr. George Holmes Mossop, of Liverpool, and was awarded the Clifford's Inn Prize in November, 1929.

THE ATKINSON CONVEYANCING PRIZE FOR LIVERPOOL OR PRESTON STUDENTS.

Anthony Dalzell Hargreaves, M.A., LL.B. Cantab, who served two-thirds of his period of service in Preston, having shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, obtained at least two-thirds of the total marks obtainable in those subjects, otherwise passed a satisfactory Examination, being not above twenty-seven years of age, and attained Honorary Distinction, the Council have awarded to him the Gold Medal founded by the late Mr. John Atkinson, of Liverpool.

Mr. Hargreaves served his articles of clerkship as before stated.

THE RUPERT BREMNER MEDAL FOR LIVERPOOL STUDENTS.

Samuel Herbert Brookfield, LL.B. London, LL.B. Liverpool, who served two-thirds of his period of service in Liverpool, having shown himself best acquainted with the Principles of Common Law, obtained at least two-thirds of the total marks obtainable in that subject, otherwise passed a satisfactory Examination, being not above twenty-seven years of age, and attained Honorary Distinction, the Council have awarded to him the Prize, consisting of a Gold Medal, founded in memory of the late Mr. Ruper Bremner, of Liverpool.

Mr. Brookfield served his articles of clerkship with Mr. John Husband, of the firm of Messrs. W. T. Husband & Son, of Liverpool, and was awarded Second Class Honours in June, 1929.

The Rupert Bremner Medal was not awarded in the year 1925. Under the regulations if no award is made in any year the medal provided for that year shall be reserved and given in any subsequent year to the candidate who being second in order of merit shall have fulfilled the conditions.

The following candidate qualified under the foregoing provision for, and the Council have awarded to him, the 1925 Medal: Thomas Henry Evans, LL.B. Liverpool, who served his articles of clerkship as before stated.

THE BIRMINGHAM LAW SOCIETY'S GOLD MEDAL.*

George Alexander Grove, LL.B. Birmingham, having, from among the candidates who have served two-thirds of their term of service with a member of the Birmingham Law Society, been placed First in order of merit, attained Honorary Distinction and awarded a Prize, the Council have awarded to him the Gold Medal of the Birmingham Law Society.

Mr. Grove served his articles of clerkship with Mr. Alexander Oliver George Mantle Grove, of Birmingham, and was awarded the Daniel Reardon Prize in November, 1929.

THE BIRMINGHAM LAW SOCIETY'S BRONZE MEDAL.

The Examiners reported that there was no candidate qualified to take this Medal.

THE STEPHEN HEELIS PRIZE FOR MANCHESTER AND SALFORD STUDENTS.

Charles Stone, having from among the candidates who have served two-thirds of their period of service in Manchester and having passed the best Examination and attained Honorary Distinction in the Second Class, and being under the age of twenty-six years, the Council have awarded to him the Gold Medal founded in memory of the late Mr. Stephen Heelis, of Manchester.

Mr. Stone served his articles of clerkship with Mr. Thomas Whitley Bowen (deceased), and Mr. Frederick Lang, both of the firm of Messrs. Grundy, Kershaw, Samson & Co., of Manchester, and was awarded Second Class Honours in November, 1929.

THE NEWCASTLE-UPON-TYNE PRIZE.

Emanuel Kelsey, who served two-thirds of his period of service in the County of Northumberland, having passed the best Examination during the year and attained Honorary Distinction in the Third Class, the Council have awarded to him the Prize founded by Mr. Robert Brown, of Newcastle-upon-Tyne.

Mr. Kelsey served his articles of clerkship with Mr. John William Cuthbertson, of Blyth, and was awarded Third Class Honours in March, 1929.

THE WAKEFIELD AND BRADFORD PRIZE.

Harry Bland Connell, who served two-thirds of his period of service in Bradford, and whose principal was at the date of the articles a member of The Law Society, having passed the best Examination during the year and attained Honorary Distinction in the Second Class, the Council have awarded to him the Prize founded by the late Mr. Samuel Smith Seal, of London.

Mr. Connell served his articles of clerkship with Mr. John Trewavas, of the firm of Messrs. John Trewavas, of Bradford, and was awarded Second Class Honours in November, 1929.

THE SIR GEORGE FOWLER PRIZE.

The Examiners reported that there was no candidate qualified to take this Prize.

THE MELLERSH PRIZE.

Reginald Parsons, having, from among the candidates who have been articled in the counties of Surrey and Sussex or who are the sons of solicitors who have resided and practised in either of those counties, shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, the Council have awarded to him the Prize founded by the late Mr. Robert Edmund Mellersh, of Godalming.

Mr. Parsons served his articles of clerkship with Sir Charles Augustus Woolley, J.P., of the firm of Messrs. A. C. Woolley and Bevis, of Brighton, and was awarded Third Class Honours in November, 1929.

THE CITY OF LONDON SOLICITORS' COMPANY'S PRIZE.

Richard David Leigh, who served his articles of clerkship with a solicitor practising within a radius of three-quarters of a mile from the Bank of England, and being under twenty-seven years of age, the Council certify that his answers to the questions on Equity and Common Law and Bankruptcy at the Final Examination are the highest in merit.

Mr. Leigh served his articles of clerkship with Mr. Lawrence Michael Davis, of Mitre-chambers, Mitre-street, E.C.3, and passed the Final Examination held in March, 1929.

* The award of this Medal carries with it the Horton Prize.

# Legal Notes and News.

## Professional Announcements.

**(2s. per line.)**

J. M. McDONNELL & JACKSON, of Abbey House, Victoria-street, Westminster, announce that as from 1st January, 1930, they have admitted into partnership CATHERINE CHARLOTTE TIETJEN, who has been associated with them for some years past. The practice will be carried on under the name of J. M. McDonnell, Jackson & Co.

MIDLAND BANK LIMITED.

The directors of the Midland Bank Limited report that, full provision having been made for all bad and doubtful debts, the net profits for the year ended 31st December, 1929, amount to £2,665,042 which, with £848,564 brought forward, makes £3,513,606, out of which the following appropriations amounting to £1,687,174, have been made:—To interim dividend for the half-year ended 30th June last, at the rate of 18 per cent. per annum, less income tax, paid 15th July, 1929, £967,174; to bank premises redemption fund, £500,000; to officers' pension fund, £220,000; this leaves a sum of £1,826,432, from which the directors recommend the payment of a dividend for the half-year ended 31st December, 1929, at the rate of 18 per cent. per annum, less income tax, payable 1st February, 1930, £967,174; leaving to be carried forward a balance of £859,258.

For the year 1928, the dividend was at the same rate, £500,000 was placed to bank premises redemption fund, £220,000 to officers' pension fund, and £848,564 was carried forward.

### WESTMINSTER BANK LIMITED.

The net profits of Westminster Bank Limited for the past year, after providing for bad and doubtful debts, and all expenses, amount to £2,160,384. This sum, added to £552,196 brought forward from 1928, leaves available the sum of £2,712,580, an increase of £29,000 over the previous year. The dividend of 10 per cent. paid in August last on the £4 shares and 6¼ per cent. on the £1 shares, absorbs £678,138. A further dividend of 10 per cent. is now declared in respect of the £4 shares, making 20 per cent. for the year; and a further dividend of 6¼ per cent. on the £1 shares will be paid, making the maximum of 12½ per cent. for the year. £250,000 has been transferred to bank premises account, £400,000 to contingent fund, and £200,000 to officers' pension fund, leaving a balance of £506,304 to be carried forward.

### LEGAL & GENERAL ASSURANCE SOCIETY, LIMITED.

NEW BUSINESS FOR 1929.

| | No. of Policies. | Sums Assured. | Deferred Annuities. |
|---|---|---|---|
| Life Assurance Fund .. | 14,831 | £8,113,150 | £97,000 per annum. |
| General Fund .. | 59 | 736,850 | —— |
| TOTAL .. | 14,890 | £8,850,000 | £97,000 per annum. |
| Of these amounts there were re-assured with other offices under the Life Assurance Fund .. | — | £232,000 | |
| leaving the Net New Business retained by the Society as follows:— | | | |
| Life Assurance Fund .. | 14,831 | £7,881,150 | £97,000 per annum. |
| General Fund .. | 59 | 736,850 | —— |
| TOTAL .. | 14,890 | £8,618,000 | £97,000 per annum. |

The number of policies issued in the Life Fund in the past year was 14,890, against 13,315 in the previous year, an increase of 1,575.

Deferred annuities were granted for £97,000 per annum, against £90,600 per annum for 1928, an increase of £6,400.

Taking the net figures, the following figures represent the position of the Life Fund: Total net sums assured, £7,881,150, as against sums assured of £7,646,900 for 1928, an increase of £234,250.

### BOARD OF TRADE INQUIRY.

The Board of Trade have requested their solicitor to arrange for an inquiry, under the Merchant Shipping Act, 1891, into the explosion on board the motor-ship "British Chemist," of London, at Grangemouth, on 25th November, 1929.

# Court Papers.

## Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

| DATE. | EMERGENCY ROTA. | APPEAL COURT NO. 1 | MR. JUSTICE EVE. | MR. JUSTICE MAUGHAM. |
|---|---|---|---|---|
| M'nd'y Jan. 20 | Mr. Ritche | Mr. Hicks Beach | Mr. Andrews | Mr' Hicks Beach |
| Tuesday .. 21 | Andrews | Blaker | *More | *Andrews |
| Wednesday 22 | Joly | More | *Hicks Beach | More |
| Thursday . 23 | Hicks Beach | Ritchie | *Andrews | *Hicks Beach |
| Friday .... 24 | Blaker | Andrews | *More | Andrews |
| Saturday .. 25 | More | Jolly | Hicks Beach | More |
| DATE. | MR. JUSTICE BENNETT. | MR. JUSTICE CLAUSON. | MR. JUSTICE LUXMOORE. | MR. JUSTICE FARWELL. |
| M'nd'y Jan. 20 | Mr. More | Mr.*Ritchie | Mr. Jolly | Mr. Blaker |
| Tuesday .. 21 | Hicks Beach | Blaker | Ritchie | *Jolly |
| Wednesday 22 | Andrews | *Jolly | Blaker | *Ritchie |
| Thursday . 23 | More | Ritchie | Jolly | *Blaker |
| Friday .... 24 | Hicks Beach | *Blaker | Ritchie | Jolly |
| Saturday .. 25 | Andrews | Jolly | Blaker | Ritchie |

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 18th day of April, 1930, and terminate on Tuesday, the 22nd day of April, 1930, inclusive.

(*Continued from page 30.*)

Witness List. Part I.

*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*

Wiseburgh v Barclays Bank ld
Thorpeness ld v Davison
Swift of Coventry ld v Pearce
Simon v Jones
Millard v Bremner (s.o. for dispositions)
Flexman v Corbett
Smeed v Grant (restored)
Searle v Morgan
Costa v Dale
Re Lachowsky ld & Re Companies (Consolidation) Act, 1908
Re Jackson Jackson v Jackson
Ollerhead v Boulton
Midward Trust ld v Savile
B & L Powdered Fuel ld v Griffin
Allen v Venn
Young v Clapson
Wheeler v Branson
Marshall v Baxter
Greenwood v Atkinson
Bleachers' Assoc ld v Kick
Stoner v Stoner (restored)
Price v Hilditch
Short v Plumpton
Bain v Charlesworth
Lock v Bell
Sandiford v Russian Oil Products ld
Redfern v Greenhill & Sons ld
Jones v Merrett
Ide v Graham
Re West of Ireland Fisheries ld Densham v West of Ireland Fisheries ld
Jones v Rees
Greer v Petty
Re Kreutz Soester v Happy
McNicol v Sportsman's Book Stores
Re Tate Taylor v Meaker (with witnesses)
Mason & Wood ld v Martins Bank ld
Clayton v Clayton
Journeaux v Adam Smith ld
Sims v Rumney
Crocker v Saunders

CHANCERY DIVISION.

Petitions.

Alliance Bank of Simla ld (to wind up—ordered on May 6, 1924 to s.o. generally)
Robert Young's Construction Co ld (same—s.o. from Jan 20, 1925—liberty to apply to restore)
H A P P Tanning Co ld (same—ordered on June 2, 1926, to s.o. generally)
Trinidad Land & Finance Co ld (same—ordered on June 15, 1926, to s.o. generally)
Dillwyn Colliery Co ld (same—ordered on Oct 15, 1928 to s.o. generally—liberty to restore)
Rizkalla & Co ld (same—s.o. from Oct 21, 1929 to Jan 13, 1930)
British Safety Glass Co ld (same—s.o. from Dec 16, 1929 to Jan 20, 1930)
Modern Residences Co ld (same—s.o. from Dec 9, 1929 to Jan 13, 1930)
J Young & Sons (Stratford) ld (same—s.o. from Nov 18, 1929 to Jan 13, 1930)
Faradex-Seraphone Co ld (same—s.o. from Dec 16, 1929 to Jan 27, 1930)
Artandia ld (same—s.o. from Nov 25, 1929 to Jan 13, 1930)
Abchurch Lane Finance Co ld (same—s.o. from Dec 16, 1929 to Jan 13, 1930)
British Pictorial Productions ld (same—s.o. from Dec 9, 1929 to Jan 13, 1930)
Gillingham Tile & Glass Co ld (same—s.o. from Dec 16, 1929 to Jan 13, 1930)
Greenhill & Sons ld (to wind up—s.o. from Dec 16, 1929 to Jan 20, 1930)
British Controlled Films ld (same—s.o. from Dec 16, 1929 to Jan 13, 1930)
Stopitself Pram Brake & General Novelties ld (same)
Parvo Products ld (same)
Kennedy King & Co ld (same)
Northwestern Farmers Dairies ld (same)
G B & I Securities Corporation ld (same)
British Clothing Repairing Co ld (same)
Gilbert & Knowles ld (same)
Burtstone ld (same)
A E Lejeune ld (same)
Maurice & Stealey ld (same)
Drifinlaw ld (same)
Sidney Smith & Blyth ld (same)
Associated Schools of Music & Recreation ld (same)
Queensland Printing Works Co ld (same)
Realist Publishing Co ld (same)
Debenham & Hall ld (same)
H Yudt ld (same)
Armitage Brothers Huddersfield ld (same)
Walden & King ld (same)

Paul Ruineart (England) ld (to confirm reduction of capital)
Wright Brothers ld (same)
Bacures Iron Ore Mines ld (same)
Rhodes (Allerton) ld (same)
West African Nigerian & General Trust ld (same)
Wrigley (Sales) ld (same)
Thomas Vause & Sons ld (same)
Metal & Hardware Products ld (same)
Field Tank Steamship Co ld (same)
Waterhouse Reynolds & Co ld (same)
Walter Wilson & Son ld (same)
Aufargah Gold Mines & Finance Co ld (same)
Chislet Colliery ld (same)
Lyeesi ld (same)
Donisthorpe & Co ld (same)
Watts Hardy & Co (1920) ld (same)
Grayson Rollo & Clover Docks ld (same)
James Pollock Sons & Co ld (same)
Prodorite ld (same)
Thompson McKay & Co ld (same)
Sevenoaks Park Estate Co ld (same)
Thomas Harrington ld (to confirm alteration of objects)—s.o. from Dec. 16, 1929 to Jan 13, 1930)
Halstead Gas Co ld (same)
Linoleum Manufacturing Co ld (same)
British Overseas Bank ld (same)
E W Rudd ld (to confirm reorganisation of capital)
British Bank of South America ld (sec. 155)
Yorkshire Amalgamated Products ld (same)
Style & Winch ld (same)
Charles Morgan & Co ld (same)
National Smelting Co ld (same)
Law Union & Rock Insurance Co ld (same)
British Fire Insurance Co ld (same)
Colchester Brewing Co ld (same)
Dartford Brewery Co ld (same)
Queen's Club Gardens Estates ld (same)
Western Mansions ld (same)
Sutherland Meter Co ld (same)
Moss Hall Coal Co ld (same)
Bindley & Co ld (same)
Great Western Colliery Co ld (same)
D H Evans & Co ld (same)

Freeman Hardy & Willis ld (same)
Light Castings ld (same)
Falkirk Iron Co ld (same)
Sinclair Iron Co ld (same)
British Columbia Electric Railway Co ld (same)
Metallic Seamless Tube Co ld (same)
Chesterfield Tube Co ld (same)
National Electric Theatres ld (same)
Catwood Cinemas ld (same)
New Century Pictures ld (same)
British Italian Banking Corporation ld (same)
Belgravia Dairy Co ld (same)
Worcester Royal Porcelain Co ld (to confirm alteration of objects and reduction of capital)
Karrier Motors ld (to sanction Scheme of Arrangement and confirm reduction of capital)

Motions.

John Dawson & Co (Newcastle-on-Tyne) ld (s.o. generally by consent)
S Jacobs & Co ld (ordered on March 15, 1921 to s.o. generally)
H C Motor Co ld (ordered on July 5, 1921 to s.o. generally)
R Maurice & Co ld (ordered on April 5, 1927 to s.o. generally)

Adjourned Summonses

Vanden Plas (England) ld (with witnesses—parties to apply to fix day for hearing—(retained by Mr. Justice Astbury)
Fairbanks Gold Mining Co ld (ordered on July 26, 1921, to s.o. generally)
Blisland (Cornwall) China Clay Co ld (ordered on Dec 16, 1921 to s.o. generally)
French South African Development Co ld Partridge v French South African Development Co ld (ordered on April 2, 1914 to s.o. generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3, 1923 to s.o. generally)
Economic Building Corpn ld (ordered on July 3, 1923 to s.o. generally)
Atkey (London) ld (ordered on Jan 22, 1924 to s.o. generally)
Direct Fish Supplies ld (ordered on Feb. 3, 1925 to s.o. generally)
National Benefit Assurance Co ld (appln of English Insce Co ld) (ordered on May 15, 1929 to s.o.—leave to apply to fix a day for hearing)
Mayfair Four Wheel Hydraulic Jacks ld (appln of A E Davis) (with witnesses—ordered on Oct 28, 1929 to s.o. to Jan 20, 1930)
City Equitable Fire Insurance Co ld (appln of Liverpool Marine and General Insurance Co ld) (ordered on Dec. 16, 1929 to s.o. to Jan 13, 1930—retained by Mr. Justice Bennett) (pt hd)
Gwynnes Engineering Co ld Knowles v Gwynnes Engineering Co ld (appln of Associated British Manufacturers (Egypt) ld)
Same Same v Same
Henry Boston & Sons ld (appln of S Whorlow & anr)
Bosch Magneto Co ld (appln of A Clausen)
Gramophone Record ld (appln of F Titterton)
W R Snow & Co ld (appln of H R Bailey)
East Kent Contract & Financial Co ld (appln of Liquidator)
City Equitable Fire Insurance Co ld (appln of Century Insce Co ld)
A J Wilson & Co ld (appln of A J Wilson & anr—with witnesses)
Norman Wright & Barrett ld (appln of Founders Trust and Investment Co ld)
Regent Finance & Guarantee Corporation ld (appln of Jones Bros)
Blue Bird Importers ld (appln of Official Receiver & Liquidator)
Henry Leetham & Sons ld (appln. of Wilston Steamship Co. ld—with witnesses)
Pretoria Estates ld (appln of Liquidator)
Metafilters ld (appln of J D Taylor—with witnesses)
City Equitable Fire Insurance Co ld (appln of Thames & Mersey Marine Insce Co ld)
George Black & Sons ld (appln of Urban Electric Supply Co ld—with witnesses)

Before Mr. Justice BENNETT.
For Judgment.
Witness List. Part II.

Oxford Corporation v Oxford Electricity Co ld

Retained Matters.

Carstairs v Trevanion (pt hd) (fixed for Jan 16)
Re Sproston Sproston v Sproston (with witnesses)(to be mentioned April 15)

Short Cause.

Westminster Bank ld v Gray

Adjourned Summonses.

British United Shoe Machinery Co ld v Lambert Howarth & Sons ld
Re Delaforce Public Trustee v Ainsworth
Re North Holmes v Smith
Re Davies Davies v Davies
Re Pratt Pratt v Pratt
Redfern v Greenhill & Sons ld
Re Collinson Bell v Morton
Re Cutler Brentnall v Cutler
Re Guthrie Gibbons v Guthrie
Re Cox Sparshott v Cox
Re Bennett Public Trustee v Bennett
Re Appleton Appleton v Appleton
Mackay v Sabner
Re Payne & re taxation of costs
Re Notley King-Farlow v Notley
Re Bulter Butler v Bulter
Re Same Same v Same
Re Powell Powell v Powell
Re Brown Brown v Brown
Re Holland Bevan v Holland
Re Roadley Iveson v Wakefield
Re Cooper Belk v Aviss
Re Atkinson Jones Nicholson v Jones
Mallards ld v Gibbons Bros' "Rotary" Co ld

GROUP II.

Before Mr. Justice CLAUSON.
For Judgment.
Witness List. Part II.

Cincinnati Grinders (Inc) v B S A Tools

Retained Action.

Witness List. Part II.

Godfrey v Godfrey (fixed for Jan 13)

Witness List. Part I.

*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*

Harris v Trustee of Harris (a bankrupt)
Derby Corpn v Lucas
Ellis v Noakes
Guy-Pell v Foster
Watt v Lucania Temperance Billiard Halls (London) ld
Re Tarleton Squires v Roberts (with witnesses)
Gourlay v McHugh
Re Shaw Grierson v Shaw (with witnesses)
Simons v Simons
Barclays Bank ld v Evans
Imperial Navigation Coal Co ld v South Wales Electrical Power Distribution Co
Oakham Colliery ld v The Midland Trust ld
Bright v Cullen
Thornycroft v Heath
Chapman v Deltavis & Co
Pipon v Woolwich Equitable Building Soc
Arch v Arch
Wallace v Llewellyn
Oakes v Debenham & Hall ld
Armstrong v Sobey
Angmering-on-Sea ld v Ryder
Smith v Electro Tanneries ld
Drury v Chelsea Corpn
Evans v Cox, Fallas, Eves & Co ld
Harrow v Holloway

Before Mr. Justice LUXMOORE.
Assigned Petition and Adjourned Summons.

Re Neufeldt & Kuhnke's Patents & re Patents & Designs Acts, 1907 to 1928 (Jan 15)
Re Hardy's Patent & re Patent & Designs Acts, 1907 to 1919 (fixed for Jan 15)

Short Causes.

The Kelso Motor Co ld v Martin
Batchelor v Collett
Lloyd v Jones

Originating Motion.

Re Companies Act, 1929 Re Associated Automatic Machine Corpn ld (fixed for Jan 13)

Adjourned Summonses.

Re Temperley Temperley v Temperley
Re Turner Ramsay v Halstead
Re Cassford Heale v Cassford
Re Great Indian Peninsula Railway Purchase Act, 1900 Armstrong v Mead
Re Hobbs Hobbs v Hobbs
Re Brown Asher v Brown
Re Selby Ashworth v Selby
Re Chesham Chesham's Trustee v Chesham
Re Cooper Townend v Townend
Re Roberts Owen v The Calvinistic Methodist Orphanage
Re Crawford Townson v Smith
Re Weston Wilson v Weston

Before Mr. Justice FARWELL.
Witness List. Part II.

The Coca-Cola Co v Duckworth & Co
Re Trade Marks Acts, 1905 to 1919 Re Coca-Cola Company's Trade Mark
Re Same Re Trade Mark No. 427817
Chevau v Oury (fixed for Jan 20)
Bonzon v The Governor & Company of the Bank of England
Batchelor, Bowles & Co ld v Victoria Park Car Co ld (not before Jan 20)
British United Shoe Machinery Co ld v Albert Pemberton & Co
Lister v Thorp, Medley & Co
Stratford-upon-Avon Guild ld v Osborne
Oliver v Oliver
Digby v Kelly
Higgins v Sneath
Hipkin v Hipkin
Sagar v H Ridehalgh & Son ld
Attorney-General v Sinton
Wing v Burn
Attorney-General v Sharp
Duncan v Haymarket Picture House ld

## CHANCERY DIVISION.

(In Bankruptcy.)
Hilary Sittings, 1930.

MOTIONS IN BANKRUPTCY.

Pending December 24th, 1929.
Motions in Bankruptcy for hearing before the Judge.

Re Dobree, S & Son Expte Noel Insulation Co ld v M C Spencer & S B Smith, Trustees
Re Root Expte W A J Osborne, the Trustee v F H Willats
Re Bolton Expte J Piper v P S Booth & J S Wells, the Trustees (s.o. generally)
Re Bolton Expte A D Piper v Same
Re Simms Expte A E Quaife, the Trustee v W Simms ld & Lloyds Bank ld
Re Bolton Expte The North British Artificial Silk ld v P S Booth & J S Wells, the Trustees
Re Root Expte W A J Osborne, the Trustee v F H Willats

## KING'S BENCH DIVISION.

CROWN PAPER.
For Judgment.

The King v Minister of Health (expte Yaffe) (c.a.v. Nov. 5, 1929)

For Argument.

The King v Minister of Pensions (expte Mead)
Addison v Mair
Campbell v Bracewell
In re a Solicitor
The King v East Ham Borough Council (expte Hunt)
Miles v Melias ld
Sillitoe v Goodison
Warren v Derbyshire & Nottinghamshire Electric Power Co
Lord Mayor &c. of Sheffield v Clarke
Lord Mayor &c. of Sheffield v Clarke
Hastings & ors v Ostle
McCreagh v Way
Same v Same

CIVIL PAPER.
For Hearing.

Pallister v Loose & Wife (Windsor County Court)
Robertson v Harman
Robertson v Harman
Brentnall & Cleland v Hessey & anr
Norman v National Dry Cleaners ld & anr (Bloomsbury County Court)
Tredinnick v Gooch
Gavin v Destrees
Erskine v McNeice

Tredinnick v Gooch
British Oak Insce Co ld v E Smith & Sons ld (Mayor's & City of London Court)
Fisher v Jennings Bros ld
Sullivan v Dalton & Morgan ld (Southwark County Court)
Yarham v Hartley (Kingston-upon-Hull County Court)
Sturley & ors v Powell (Haverfordwest County Court)
Freeman v Curtis (Lambeth County Court)
Curtis v Freeman (Lambeth County Court)
Batten v Johnson (Marylebone County Court)
Orchard v Connaught Club (Marylebone County Court)
Hamilton v Bennett (Wandsworth County Court)
Madge v Roberts (Croydon County Court)
Graves v Ryder
Aston & ors v Eastwood & anr (Tunbridge Wells County Court)
Pearce v Munday (Marlborough County Court)
Ellor & Wife v Selfridge & Co ld (Uxbridge County Court)
Brown v Nixon (Stafford County Court)
Rezin v Wood
Rogers v L.M. & S. Railway Co (Birkenhead County Court)
Hinton & anr v Gilchrist (Leeds County Court)
Leeds Permanent Building Society v The Lord Mayor, &c. of Kingston-upon-Hull (Leeds County Court)
Cole & anr v Snow (Bourne County Court)
Shepherd v Roberts (Birkenhead County Court)
Foster v O'Dell (West London County Court)
Pool v Bryant & Wife (Bristol County Court)
African & Eastern (Malaya) ld. (Sellers) v White, Palmer & Co. ld (Buyers)
Same v Same
Bond v Commercial Union Assce Co ld
W H Johnson & Sons (London) ld v Shaw & Jackson ld (Ramsbury, Clmt) (Shoreditch County Court)
Goodson v Pure Meat Pie Co ld (Robinson, Clmt) (Clerkenwell County Court)
Ellis & Co v Dawson
Chester & Cole ld v Wright (Westminster County Court)
Farmer v Upton (Loughborough County Court)
Acme Flooring & Paving Co (1904) ld v H Coxhead & Co ld
Portman v Perry
Collins & ors v Thorogood (Whitechapel County Court)
Knapp v Universal & General Radio Co ld (Marylebone County Court)
Woolf v Marks (Mayor & City of London Court)
Daphnes v Firth (Brentford County Court)
Misener & ors v Drucker (Bloomsbury County Court)
Hyam v Hauptman & anr
Camp v Howard (Lambeth County Court)
Paine & anr v Mayor, &c of East Ham (Bow County Court)
Coyle v Owen (Clerkenwell County Court)
Newby v Newby & anr (Great Grimsby County Court)
L & N E Ry Co v Buttberg (Marylebone County Court)
Crowe v Shepherd (Barrow-in-Furness and Ulverston County Court)
Joel v King's Service Coaches ld (Wandsworth County Court)
Osakeyhtio Carcha Timber Co ld & anr v Montague L. Meyer ld
Claydon & anr v Phillips (Bow County Court)
Aston Construction Co ld v John Mowlem & Co ld (Shoreditch County Court)
Taylor v Twinberrow (Winchcombe County Court)
Mourton v Poulter & anr (Brentford County Court)
Cattaneo v I & R Gold
Same v Same (Cross Appeal)
Harris & Son v Levy (Bow County Court)
Strutt v W Lusty & Sons ld (Bow County Court)
Shipwright v Lidiard
Sedcole v Mickelborough
Gough's Garages d & anr v Pugsley (Bristol County Court)
Emms ld v Walker & anr (Westminster County Court)
Abbey & ors v Barnstyn (Brighton & Lewes County Court)
G E Wallis & Sons ld v Tierney (Bloomsbury County Court)
A H & H G Stoker v Rumble (Lambeth County Court)
J Smith & Co ld v County Screen Co ld (Bloomsbury County Court)
John v Humphreys Garages (Pontypridd) ld & anr (Pontypridd County Court)
Euston & Wife v Smth Shoreditch County Court)
Worsley v Bagnall (Shrewsbury County Court)
Coppage v Davies (Bargoed County Court)

MOTIONS FOR JUDGMENT.

Kent v Ruck
Thomson & anr v Norman Clark & anr v Same (consolidated)
Posograph Co ld v Gregory
Willoughby v Caffell

SPECIAL PAPER.

Civilian War Claimants Association ld v The King

APPEAL UNDER THE UNEMPLOYMENT INSURANCE ACT, 1920.

In the matter of an application by the Southern Railway Co (re Fortman)

REVENUE PAPER.

Cases Stated.

T Haythornthwaite & Sons ld and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
Gooch's ld and B A Nash (H M Inspector of Taxes)
F E Thornley (H M Inspector of Taxes) and J R Brown (remitted)
Rheinberg & Co and William Ogston (H M Inspector of Taxes) (remitted)
Properties Contract Co ld v J T Young (H M Inspector of Taxes)
H G Lowry (H M Inspector of Taxes) and Fit ld (remitted)
Poole Harbour Commissioners and R R Joly (H M Inspector of Taxes)
The English, Scottish and Australian Bank ld and Commrs of Inland Revenue
The Kuala Muda Rubber Estates ld and F E Todd (H M Inspector of Taxes)
D M Gimson and Commrs of Inland Revenue
W H Cockerline & Co and Commrs of Inland Revenue
Glazed Kid ld and Commrs of Inland Revenue
R W Green (H M Inspector of Taxes) and Favourite Cinemas ld

DEATH DUTIES—SHOWING CAUSE.

In the Matter of Arthur George Earl of Wilton, dec
In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec
In the Matter of Charles Frederick Wahl, dec

PETITION UNDER THE FINANCE ACT, 1894.

In re the Estate of Blayney Reynell Townley Balfour, dec

**VALUATIONS FOR INSURANCE.** It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

# Stock Exchange Prices of certain Trustee Securities.

Bank Rate (12th December, 1929) 5% Next London Stock Exchange Settlement Thursday, 23rd January, 1930.

| | Middle Price 15th Jan. | Interest Yield. | | | Yield with Redemption. | | |
|---|---|---|---|---|---|---|---|
| **English Government Securities.** | | £ | s. | d. | £ | s. | d. |
| Consols 4% 1957 or after | 83 | 4 | 16 | 5 | — | | |
| Consols 2½% | 54½ | 4 | 11 | 9 | — | | |
| War Loan 5% 1929-47 | 100¾ | 4 | 19 | 3 | — | | |
| War Loan 4½% 1925-45 | 95 | 4 | 14 | 9 | 4 | 19 | 0 |
| War Loan 4% (Tax free) 1929-42 | 101¼ | 3 | 19 | 0 | 3 | 17 | 6 |
| Funding 4% Loan 1960-1990 | 86½ | 4 | 12 | 6 | 4 | 13 | 6 |
| Victory 4% Bonds (available for Estate Duty at par) Average life 35 years | 93½ | 4 | 5 | 7 | 4 | 7 | 6 |
| Conversion 4½% Loan 1940-44 | 95½ | 4 | 14 | 3 | 4 | 18 | 0 |
| Conversion 3½% Loan 1961 | 75½ | 4 | 12 | 9 | — | | |
| Local Loans 3% Stock 1912 or after | 62 | 4 | 16 | 9 | — | | |
| Bank Stock | 248½ | 4 | 16 | 7 | — | | |
| India 4½% 1950-55 | 79½ | 5 | 13 | 2 | 6 | 1 | 0 |
| India 3½% | 59¼ | 5 | 17 | 8 | — | | |
| India 3% | 49½ | 6 | 1 | 3 | — | | |
| Sudan 4½% 1939-73 | 92 | 4 | 17 | 10 | 4 | 19 | 0 |
| Sudan 4% 1974 | 83 | 4 | 16 | 5 | 4 | 19 | 0 |
| Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years) | 82½ | 3 | 12 | 9 | 4 | 3 | 3 |
| **Colonial Securities.** | | | | | | | |
| Canada 3% 1938 | 86 | 3 | 9 | 9 | 5 | 1 | 0 |
| Cape of Good Hope 4% 1916-36 | 94 | 4 | 5 | 1 | 5 | 0 | 0 |
| Cape of Good Hope 3½% 1929-49 | 81 | 4 | 6 | 5 | 5 | 0 | 0 |
| Commonwealth of Australia 5% 1945-75 | 90 | 5 | 11 | 1 | 5 | 12 | 0 |
| Gold Coast 4½% 1956 | 92 | 4 | 17 | 10 | 5 | 1 | 0 |
| Jamaica 4½% 1941-71 | 92 | 4 | 17 | 10 | 4 | 19 | 0 |
| Natal 4% 1937 | 92 | 4 | 7 | 0 | 5 | 7 | 6 |
| New South Wales 4½% 1935-45 | 81½ | 5 | 10 | 5 | 6 | 7 | 6 |
| New South Wales 5% 1945-65 | 90 | 5 | 11 | 1 | 5 | 12 | 9 |
| New Zealand 4½% 1945 | 94 | 4 | 15 | 9 | 5 | 1 | 6 |
| New Zealand 5% 1946 | 1 0 | 5 | 0 | 0 | 5 | 0 | 0 |
| Queensland 5% 1940-60 | 88½ | 5 | 13 | 0 | 5 | 16 | 0 |
| South Africa 5% 1945-75 | 100 | 5 | 0 | 0 | 5 | 0 | 0 |
| South Australia 5% 1945-75 | 89 | 5 | 12 | 4 | 5 | 13 | 9 |
| Tasmania 5% 1945-75 | 91½ | 5 | 9 | 3 | 5 | 10 | 0 |
| Victoria 5% 1945-75 | 88½ | 5 | 13 | 0 | 5 | 14 | 0 |
| West Australia 5% 1945-75 | 88½ | 5 | 13 | 0 | 5 | 14 | 0 |
| **Corporation Stocks.** | | | | | | | |
| Birmingham 3% on or after 1947 or at option of Corporation | 60 | 5 | 0 | 0 | — | | |
| Birmingham 5% 1946-56 | 101 | 4 | 19 | 0 | 4 | 18 | 6 |
| Cardiff 5% 1945-65 | 100 | 5 | 0 | 0 | 5 | 0 | 0 |
| Croydon 3% 1940-60 | 70 | 4 | 5 | 9 | 4 | 18 | 9 |
| Hull 3½% 1925-55 | 78 | 4 | 9 | 9 | 5 | 0 | 6 |
| Liverpool 3½% Redeemable by agreement with holders or by purchase | 71 | 4 | 18 | 7 | — | | |
| Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn. | 52 | 4 | 16 | 2 | — | | |
| Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn. | 62 | 4 | 16 | 9 | — | | |
| Manchester 3% on or after 1941 | 60 | 4 | 18 | 4 | — | | |
| Metropolitan Water Board 3% 'A' 1963-2003 | 62 | 4 | 16 | 9 | — | | |
| Metropolitan Water Board 3% 'B' 1934-2003 | 63 | 4 | 15 | 3 | — | | |
| Middlesex C. C. 3½% 1927-47 | 82 | 4 | 5 | 4 | 5 | 1 | 0 |
| Newcastle 3½% Irredeemable | 69 | 5 | 1 | 5 | — | | |
| Nottingham 3% Irredeemable | 60 | 5 | 0 | 0 | — | | |
| Stockton 5% 1946-66 | 99 | 5 | 1 | 0 | 5 | 1 | 6 |
| Wolverhampton 5% 1946-56 | 100 | 5 | 0 | 0 | 5 | 0 | 0 |
| **English Railway Prior Charges.** | | | | | | | |
| Gt. Western Rly. 4% Debenture | 79 | 5 | 1 | 3 | — | | |
| Gt. Western Rly. 5% Rent Charge | 96½ | 5 | 3 | 8 | — | | |
| Gt. Western Rly. 5% Preference | 93 | 5 | 7 | 6 | — | | |
| L. & N. E. Rly. 4% Debenture | 77 | 5 | 3 | 11 | — | | |
| L. & N. E. Rly. 4% 1st Guaranteed | 75 | 5 | 6 | 8 | — | | |
| L. & N. E. Rly. 4% 1st Preference | 68½ | 5 | 17 | 8 | — | | |
| L. Mid. & Scot. Rly. 4% Debenture | 77½ | 5 | 3 | 3 | — | | |
| L. Mid. & Scot. Rly. 4% Guaranteed | 77 | 5 | 3 | 11 | — | | |
| L. Mid. & Scot. Rly. 4% Preference | 73 | 5 | 9 | 7 | — | | |
| Southern Railway 4% Debenture | 77½ | 5 | 3 | 3 | — | | |
| Southern Railway 5% Guaranteed | 97 | 5 | 3 | 1 | — | | |
| Southern Railway 5% Preference | 90 | 5 | 11 | 1 | — | | |

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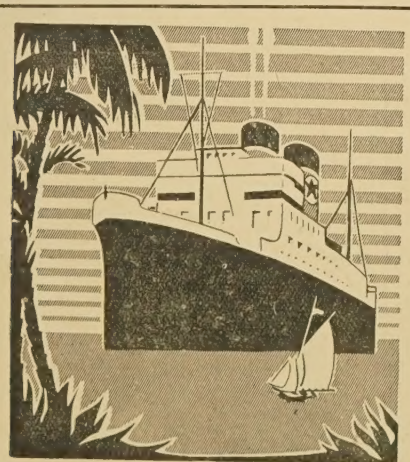

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SIXPENCE per pound offered for Old Parchment Deeds, One shilling each offered for 1840 penny Black Stamps on original covers or envelopes; 2s. 6d. each for 1840 twopenny Blues; 4s. per hundred for penny Reds, 1841 to 1858; and 4s. per dozen for twopenny Blues. Sixpence per hundred for penny Reds, 1858 to 1880; 4s. per hundred for twopenny Blues: 3s. per hundred for halfpenny Reds, and 1s. per dozen for threehalfpenny Reds.—Moulton, 5, Park Hill, Richmond, Surrey.


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